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THE RECORDS OF NEW AMSTERDAM

FROM 1653 TO 1674 ANNO DOMINI

EDITED BY

BERTHOLD FERNOW

MEMBER AMERICAN HISTORICAL ASSOCIATION; HONORARY RESP. CORRESPONDING MEMBER NEW YORK GENEALOGICAL SOCIETY, HISTORICAL SOCIETIES OF NEW YORK, PENNSYLVANIA, NEW JERSEY, VIRGINIA; BUFFALO, N. Y.; WATERLOO, N. Y.; AND DALLAS, TEXAS.



VOLUME II.

MINUTES OF THE COURT OF BURGOMASTERS AND SCHEPENS

1656 TO AUG. 27, 1658, INCLUSIVE

PUBLISHED UNDER THE AUTHORITY OF

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COURT MINUTES OF NEW AMSTERDAM

ANNO 1656.

Monday the 3d January. In the City Hall. Present the W: Heeren Cornelis van Tienhoven, Schout, Allard Anthony and Oloff Stevensen, Burgomasters; Jacob Strycker and Jan Vinje, Schepens.

Johannes Withart, pltf. v/s Cornelis Schellinger, deft. Both in default.

Cornelis Schudt, pltf. v/s Willem Beekman, deft. Pltf. as attorney of Sieur Nicolaes van Beeck according to procuration passed before the Notary Wilm Hansen at Amsterdam and certain witnesses, dated 12 March 1654, demands in the aforesaid quality payment of what deft. owed upon an a/c to Sieur Joh: Van Beeck, decd Deft. says, he is willing to pay unto pltf. in his capacity aforesaid whatever balance he owes, but as Sieur Joost Van Beeck forbade him to pay any person except himself, he therefore requests that the Court would be pleased to order to whom he should pay. The Court orders pltf. Cornl Schut to cause Joost Van Beeck to be summoned by the next Court day, to give reasons, why he interdicted Sieur Beeckman from paying pltf. in his quality aforesaid.

Jacob Steendam, pltf. v/s Adriaen Woutersen, deft. Pltf. says, he sold a house and lot to deft. as described at public sale, and that deft. requires now more length and breadth, than are mentioned in the conditions; requesting that he be condemned to pay according to the conditions. Deft. excepts; demands copy of the terms of sale. The Court granted deft. copy of the conditions, to answer thereunto by the next Court day.

Adriaen Blommart, pltf. v/s Tomas Hall, deft. Defts. 2d default.

Pltf. appears in Court according to procuration given to him by the heirs of dec^{d} Jan [Jansen Damen] before the Notary Jan van Veckhooven at Utrecht and certain witnesses, dated 10th March 1655, to recover and receive what belongs to them by inheritance; and whereas the aforesaid Hall is Administrator, requests that he shall be condemned to hand over and pay the monies, which are mentioned in the said procuration as belonging to the heirs being, according to the list, to the amount of fl. 5300. The Court having seen the aforesaid procuration and specification of the inheritance, have condemned deft. Tomas Hall, as administrator of the effects of Jan Jansen Damen dec^{d}, by virtue of the 2^{d} default, to deposit the demanded sum at the Secretary's office of this City within the term of 14 days. Done, as above.

Isaack de Foreest, pltf. v/s Dirck van Schelluyne, deft. Pltf. persists in his aforesaid presented demand, that deft. be condemned to pay, the rather as he deft. sold the said land twice and received payment therefor. Deft. Schelluyne, being absent, causes a written answer from him to be delivered. The Court granted default against deft. Dirck Schelluyne, and ordered that the Messenger summon him, in the Name of the Court to appear personally by the next Court day, he being in this place, when final disposition shall be made in the case.

Styntie Harmans, pltf. v/s Jacob van Couwenhoven, deft. Deft. in default. Pltf. appears in Court prosecuting the arrest placed in the hands of the executors of Kees van Dort dec^{d} for her wages earned from Couwenhoven, being a balance amounting to the sum of fl. 33½. The Court provisionally declared the arrest valid by right of contumacy and orders pltf. to have the deft. summoned once more.

Jacob Barsunsom, pltf. v/s Maryn Luyckersen, deft. Pltf. says, he gave deft. twelve pairs of shoes and one beaver to purchase butter for him therewith, at the North; towit at the rate of 10 lbs. of butter for one pr of shoes, or to return the same. And whereas deft. has sold the shoes there and will deliver him, now, only fl. 3. per pair, and he could easily have sold the same here at fl. 4. requests delivery of butter or restitution of goods. Deft. acknowledges to have received the twelve prs shoes and 1 beaver to trade away, for pltf., for butter or wheat at the North, without fixing a price; saying he received no butter therefor, and offers to pay pltf. in maize or zeewan @ fl. 3 per pair, and as he expended

the beaver offers to give another in its stead, so that the difference only is to be calculated between 3 and 4 gl. the p^{r} of shoes. Parties being heard, the Court condemns deft. to pay for the shoes in good Zeewan at 4 gl. the pair and to restore the beaver, inasmuch as he brought with him butter from the North, and has neither paid nor satisfied pltf. up to the present day.

Luycas Eldertsen, pltf. v/s Carsten Jansen, deft. Deft. in default.

Allart Anthony requests order of execution of the judgment against A. Keyser dated 13th Dec. 1655. Whereon was endorsed:—On the request of pltf., the Bailiff is authorized to execute the aforesaid judgment.

Sieur Paulus Schrick appeared in Court requesting order of execution of the judgment of the Court dated 8 Sept^{r} 1653 against Teunis Kraey. Whereon was endorsed:—On the request of pltf. presented in Court the Bailiff is authorized to execute the aforesaid judgment. Done, as above.

Adriaen Woutersen and Catalyntie Ver Beeck, his Wife, appear in Court requesting, that their two bibles might be delivered to them, which were bought by Webbers wife from the Indians and belong to them according to the hand writing therein, and which are deposited with the Secretary. The Court orders, that Webbers wife shall be called on to state by next Court day, what expenses and costs she incurred about the said books, when further disposition shall be made therein.

A: Keyser requests by petition quick [despatch] relative to the decision of arbitrators in the matter in question between him and Jacob Hay. Whereon was endorsed: Inasmuch as Schout Tienhoven has asked and still requires copy of the decision petition^{r} is ordered to make a copy of the same and place it in his hands to answer thereunto in writing by the next Court day.

On the request by petition of Tryntie Jacobsen, relative to the debt of Paulus Heymans' wife, the Court Messenger is ordered to summon the said Tryntie Heymans in the name of the Bench by the next Court day.

The written report of the Bailiff, relative to the execution of the judgment against Luycas Eldertsen, the wife of Paulus Heymans and Gillein Jansen, made separately to the Court, being examined, it is resolved to postpone the execution to further order and opportunity.

The Schout representing orally in Court that the Commissioners had not as yet, pursuant to their appointment dated 29. Nov^r last, taken in hands the residuary property of Lyntie Martens; also that a negro was residing with the Widower of Lyntie Martens and working for him; that a certain number of hogs are straying wild in the woods in the neighbourhood of the bouwery, where she dwelt; all which is prejudicial to the creditors, whether preferred or concurrent, requests, that Burgomast^rs and Schepens dispose hereof as in duty bound.

The Burgomasters and Schepens, having heard the remonstrance of the Schout, say, the Secretary reports, that inventory is taken at the instance of the commissioners; and Secretary Kip was ordered to place copy of the inventory in the hands of the requirant, and with advice of the same, after perusal of the inventory, to give order for the catching of the hogs, which are straying in the woods, and to cause the negro to come hither; in order to hear then the requirant about the remaining creditors and each, whether he be preferred or concurrent, to do justice to as shall be found right. Done as above being 3^d January 1656.

Monday, the 10 Jan'y 1656. In the City Hall. Present the Worshipf^l Heeren Cornelis van Tienhoven, Allard Anthony, Oloff Stevensen, Joh. Van Brugge, Jacob Strycker, and Jan Vinje.

Allard Anthony, pltf. v/s Francois Doudey [Douthy], deft. In case of arrest for the sum of fl. 135. 3. 8. in tobacco, besides inspection and weighmoney. Deft. acknowledges to owe as much, as the a/c shews, which was delivered to him by pltf. Maintains he is not bound to pay in tobacco, but says, that he promised to satisfy with this years crop of tobacco. Requests time until he can bring the tobacco here from Flushing; or offers to pay now, down, in ordinary pay, being Zeewan; or to give bail to deliver the tobacco here on the first favorable weather that breaks up the Kill near Flushing. Parties being heard, the Court have pronounced the arrest valid, until deft. shall give sufficient bail for the delivery of the aforesaid tobacco, to deliver the same here on the first favorable weather, as proposed, or within a month from date.

Tryntie Heymans being summoned by the Court to the meeting relative to Tryntie Jacobsen's claim, according to petition, for fl. 9. for wages and monies disbursed, appeared, acknowledged to owe fl. 9., promising

to pay the same this week. The Court therefore orders, that Tryntie Heymans shall pay Teunis Jacobsen the aforesaid fl. 9. forthwith, without delay or exception on pain of immediate execution.

Luycas Eldertsen, pltf. v/s Carsten Jansen, deft. On a question of rent, which pltf. demands and deft. says he does not owe. Parties being heard, the Court refer them to two impartial persons, whereunto were requested and commissioned Tomas Hall and Abraham Verplanck who are hereby authorized to decide the matter, after examination, as they shall find to consist with equity, or in case they cannot reconcile parties, to send in a written report to the Board.

Cornelis Schudt, pltf. v/s Joost van Beeck, deft. To explain by order of the last Court day, why he forbade Willem Beeckman to pay him pltf. (according to his power of attorney), what he owes Johannes van Beeck dec^{d}. Deft. appearing in Court answers, that he did not forbid Willem Beekman to pay Cornelis Schut, but that he should not pay the Widow Maria Verleth and says, he is content that Will^{m} Beekman should pay Corn. Schut, what he owes Joh: Van Beeck dec^{d} Therefore the W. Court orders Will^{m} Beekman to pay Corn^{s} Schut, according to his offer last Court day, what he might owe to Johann: van Beeck dec^{d}

Teunis Kraey, pltf. v/s Jacob van Corlear, deft. Deft. in default. Pltf. appeared in Court to state that he has arrested deft. here within this City and complains that he went away notwithstanding said arrest. The Court granted default.

Isaack de Foreest, pltf. v/s Dirck van Schelluyne, deft. Pltf. making his demand orally, requests payment of fl. 412. 10. in beavers for sale of his land in the village of Midwout according to contract, inasmuch as deft. has twice resold the aforesaid land. Deft. persists in his aforesaid written answer and hands in, besides, a statement to the Court, acknowledging orally that he sold the aforesaid land, which was assigned by the first purchaser to him, to whom it was again sold and he has received the first instalment from the same. The Court having heard and examined the oral demand, and the oral and written answer and deduction of deft. together with the contract, find that the aforesaid land has been twice sold since the first purchase by the deft. and disposed of without making any distinction. They, therefore decide, that the exceptions alleged by the deft. cannot avail, and consequently have condemned deft., D. van

Schelluyne, to pay the last instalment, according to contract, as soon as the pltf. shall have executed the conveyance, and that in good merchantable Zeewan; inasmuch as it does not appear, that pltf. has offered, or executed unto deft. the conveyance, according to contract, when the last instalment fell due.

Pieter Dircksen Waterhout, skipper of the ship, *New Amsterdam*, pltf. contra Cornelis Schudt, Merchant here, deft. Pltf. making orally his demand, requests payment of freight, amounting to the sum of fl. 274. in beavers, for goods brought by aforesaid ship and delivered to deft. according to the bills of lading thereof. Deft. answers: that he acknowledges to stand indebted to the aforesaid skipper, as pltf. in the sum of fl. 274. for freight and board as well of merchandize as for passage of the Cooper and Martin Albertsen; maintaining not to owe the aforesaid sum in beavers, but truly in such current money as passes here, which is Zeewan and which goes, in payment, between man and man: Offers to pay in Zeewan, on condition that he shall deduct all such loss and average as have been suffered in his liquors. The Court having heard the demand and answer of parties, together with the claims and allegations on both sides, find that the skipper is founded in his demand, inasmuch as it has been the custom in this country, from the time that private persons have traded hither, that all freights must be paid to the skippers in Beavers at the market price; the rather as no money circulates in this country among the common people but Zeewan, being beads that must be traded with the Indians, and a year and a day can expire before beavers are bartered therefor. Also that it is inconvenient for the skippers to wait with vessels for that return, and to discourage the freighters and skippers to send vessels with freight to this country, the aforesaid ancient custom cannot derogate, for the profit of private individuals, to the prejudice of the Commonalty. Therefore they condemn deft. to pay pltf. his demand in beavers according to the custom in usage in this country, on condition, that the skipper deduct such damage as he, the deft. shall prove his goods have sustained in the aforesaid ship by neglect of the skipper or his crew. Done etc.

Adriaen Blommart, pltf. v/s Tomas Hall, deft. Pltf. persists in his demand made on the last Court day, requiring from deft. payment of fl. 5300, which belong to the heirs of Jan Damen dec^{d}. Deft., Tomas Hall,

answering in writing, to the demand and judgment of deposit, says, that there are, besides him, three other curators, who ought as well to be spoken to and are as accountable as he; maintaining, that the action does not concern him in particular and that he is not bound to vindicate, exhibiting the procuration, which the heirs gave them; but says he is ready, with the other curators to give pltf., in his quality, proper account, exhibition and satisfaction of their administration, on condition, that they shall give them a full acquittance. The Court having heard the demand and the offer of deft. order the parties, on both sides, each to chuse an arbitrator, to examine, with all diligence, the a/cs. and if possible to settle the same and then to grant full acquittal.

Lysbet Tyssen, pltf. v/s Jan Cornelissen, deft. Pltf. demands balance of eleven guilders, being the first half years rent and says an agreement has been made for fl. 70. for the second year to next May, which must be paid every half year, and now a full half year is due and she has not yet received any money. Deft. acknowledges the debt; says he has not refused the rent. Complains, that the roof etc are not tight nor tenantable. Pltf. replies, if deft. has experienced any damage or injury in the house, he must have it repaired or still repair it, and bring the same in a/c as deduction from the rent, as he has done with other things, or pay her what she had caused to be done. Parties being heard the Court condemns deft. to pay pltf., without delay, the rent due, and if any repairs be necessary, pltf. shall have them done according to contract.

Mary Geraerdy, pltf. v/s Andries Hoppen, deft. Deft. in default.

Paulus Heymans, pltf. v/s Wolfert Webber, deft. Pltf's wife appears in Court, exhibiting the written request and demand of her husband relative to certain grain belonging to her, which is at deft's house. Deft. Wolf. Webber answers, that about 8½ skepels of wheat, 1½ skepels of barley, 1½ sk. of white peas, and ½ skepels of gray peas, have been got from pltf's straw; declaring on his word, as a man, that no more has been obtained therefrom. Denies what pltf. states in the written demand relative to certain agreement. Requests proof. Pltf. undertakes to prove, that more grain was thrashed from her straw, than deft. admits, whereunto time was allowed her to the next Court day.

Auke Jansen, pltf. v/s Paulus Verbeeck, deft. Both in default.

Jan Rutgersen, pltf. v/s Broer Jansen, deft. Both in default.

Govert Loockermans, pltff, v/s Arent Willemsen, deft. Deft's wife appeared in Court with pltf. and whereas deft. is here well and in good health, Default was granted against him and it was ordered that he appear in person.

Hend'k Jansen, pltf. v/s Jan Evertsen Bout, deft. Deft. in default.

Wolfert Webber and Catalyntie Verbeeck appeared in Court relative to the two books, which are deposited with the Secretary and mutually request the Court to be pleased to grant decision on the same. Webber requests, that the books be given to his daughter, as the Indians presented them to her, when in Captivity, and she carried and dragged them a long time over and hither. Catalyntie Verbeeck requests, that the two books be given to her as they belong to her according to the handwriting therein, being prepared to make good the four packs of cards which Webbers wife gave for them. She likewise proves by declaration of the widow of Adriaen Van Donck, deceased, that they are her books, which the Indians took from Ver Doncks house. The Court having heard and examined the allegations on both sides and the proofs exhibited by Catalyntie Verbeeck, decide that the two books in question being two old Bibles of small value, belong to Catelyntie Verbeeck and shall be given to her, on condition that she previously shall pay and give to Webbers daughter the sum of five guilders for the carrying of, and incurred trouble with, the said Books.

Jacob Barsunsom appeared in Court; complains that Maryn Luyckessen, who was condemned, on the last Court day to pay him, offers Zeewan which he can [not] dispose of. Requests, that the Court be pleased to order as they shall find equitable. On the request of the Comparant the Court has ordered Maryn Luyckesen to deposit the money within 24 hours with the Secretary, on pain of Execution.

Adriaen Keyser appears in Court requesting the despatch of the matter in question between him and Jacob Haey. Schout Tienhoven says, that the copy of the decision was first given him, according to order on the evening of last Saturday, and therefore he has not answered it. The matter was, consequently, postponed to the next Court day.

Nicolaes Verleth appeared in Court about the goods, which Helletie Jansen should have deposited pursuant to the order of the Court. Peti-

tioner was referred to the Hon^ble^ D^r^ General, who promised for Heletie Jansen to help petitioner to his goods.

Engeltie Hendricx appearing in Court complains, that she cannot yet obtain the balance of her wages from Joost Van Beeck. Whereas the Court was informed that she, the petitioner, was satisfied according to the judgment, it is ordered, that enquiry shall be made into the matter and care taken that petitioner shall obtain what belongs to her.

On 11^th^ Jany Maryn Luyckessen deposited, according to order, and for the behoof of Jacob Barsinsom, one beaver and fl. 48. in Zeewan.

On the 12^th^ January Jacob Barsinson accepted and received the beaver and Wampum.

On the above date, Catalyntie Ver Beeck deposited the fl. 5. according to order for the bibles, and took them with her.

On the 13^th^ January Webber accepted and received for his daughter the fl. 5. deposited for the books.

Monday, 17 Jan^y^ 1656. In the City Hall. Present the Worshipful Heeren Allard Anthony, Oloff Stevensen, Jacob Strycker, and Jan Vinje.

Hans Dreper, pltf. v/s Adriaen Keyser, deft. Pltf. says, he gave deft. last year, a letter with a beaver, which Lourens Jansen was to take with him to Holland to buy something with it there, which beaver he, Keyser, did not deliver to Lourens. Requests restitution of said beaver. Deft. acknowledges to have received the letter with the beaver and that he undertook to hand the same to Lourens; he says, that when they went in the yachts to the ship he took the same along, but as he could not get on board, he delivered the letter and beaver, but does not know into whose hands they were put. Maintains that he is not bound to restore the same, as he went in the boat only for pleasure. Parties being heard, the Court ordered deft. Adriaen Keyser to prove in whose hands he put the letter and beaver, or in default thereof to give the pltf. another beaver.

Jacob Schellinger, pltf. v/s Adriaen Keyser, deft. Pltf. demands payment of balance of an a/c of fl. 30. 12. Deft. acknowledges the debt; offers to pay him by an offset against pltf's mother-in-law, saying that pltf accepted the same. Pltf. says, he is content with the offset against his mother, as she offers to pay the same. Therefore deft. was ordered to speak to pltf's mother about it and to cause her to accept, or otherwise to pay pltf.

Adriaen Keyser, pltf. v/s Jannetie Melyns, deft. Deft. in default.

Govert Loockermans, pltf. v/s Aert Willemsen, deft. Pltf. says he hired to deft. his scow with grapnel line and appurtenances, and that in returning the scow he did not deliver the grapnel and rope that were attached. Requests that deft. be condemned to restore him grapnel and rope. Deft. answering orally and in writing acknowledges to have hired from the pltf. the scow and furniture, but says, the scow lying at anchor at the Beaver Path * was taken one Sunday, during the sermon from the shore, by the crew of *The Shark* and when he, on the following Monday brought it back, he found the grapnel and rope missing. Maintains, therefore, that pltf. ought to ask the grapnel and rope from the skipper of *The Shark* or her crew, and he is not bound to restore or make good the same. Parties being heard, the Court order the deft. Aert Willemsen shall prove, on the next Court day his answer by witnesses.

Evert Duycking, pltf. v/s Jacob Schellinger, deft. Pltf. says, he had repaired for deft. a glass window at Martin ? which he broke, and that he had agreed with deft., that for the insertion of the same he should pay him the odd account they had together of fl. 2. And says that there is still coming to him fl. 6½. for a window, which he recently had fixed for him in his house here, besides, also, fl. 5. balance of a window, which he made in his house for deft's predecessor Jacob Loper on Staten Island. Requests, that deft. be condemned to fulfill all the above in good pay, saying that deft. has given him Zeewan, which he could scarcely dispose of. Deft. acknowledges to have agreed about the first, but maintains that he is not solely bound to pay for the window, as there were others, who helped to break it. For the second, acknowledges the debt of fl. 6½. 3rdly regarding the claim of Jacob Loper decd says, pltf. ought to have spoken to him before and instituted his action. Maintains he is not bound to pay now. Parties being heard, the Court condemns deft. Jacob Schellinger to pay pltf. the demanded sum of fl. 2.; of 6½; and of fl. 5. in good merchantable beaver.

Pieter Dircksen Waterhout, pltf. v/s Cornelis Schudt, deft. Pltf. demands payment of 12 beavers and fl. 2. in Zeewan balance of freight pursuant to previous judgment. Deft. answers and first requests reparation of damage suffered in his merchandize in pltfs ship, according to

* Now Morris Street.

judgment. Secondly, says deft.: pltf. purchased, from Skipper Lourens, meat which belonged to him, and was delivered to pltf. by skipper Lourens for his, deft's a/c. and therefore can set that off against the demanded payment. Pieter Dircksen denies, that skipper Lourens had informed him, the meat belonged to Corn^{s} Schudt, or must be paid for to him; but, on the contrary agreed, that he should receive the said meat in deduction of a/c, which he (according to procuration) had with skipper Lourens. Adding that he could have received elsewhere the meat at a lower price. Parties being heard, the Court refers the matter in question between the parties, relative to the average, to two arbitrators, and thereto invited and commissioned Pieter Cornelisz Van Veen and Pieter Jacobs: Buys, who are hereby authorized to reconcile them if possible on this matter otherwise to report to the Board. Relative to the further question between parties the Court orders deft. Cornelis Schudt to cause Lourens Cornelissen to be summoned by the next Court day to prove his statement.

Pieter Dircksen Waterhout, pltf. v/s Warnaer Wessels, deft. Deft. in default.

Pieter Jacobsen Marius, pltf. v/s Jacob van Couwenhoven, deft. Deft. in default.

Pieter Jacobsen Buys, pltf. v/s Claes Van Elslant, the younger, deft. The Elder appears (in absence of the younger) in his son's stead. Pltf. says, that he gave young Elsland in the year 1652 about June, some goods to sell for him at auction and says the same being sold for about fl. 60. he to this day has been unable to receive his payment. Requests, that deft., who delivered the goods, shall be condemned to pay. Old Elsland says that pltf. gave his son some—to be sold for him at vendue, and that he promised to give him one guilder for his trouble, but that the goods were sold by Carel van Brugge * as vendue master: maintained that the vendue master, not he, is responsible for the payment.

Claes van Elslant, pltf. v/s Carel van Brugge, * deft. The Court

* This man, an Englishman, called Charles Bridges, visited New Amsterdam as supercargo of the ship *White Raven*, coming from the West Indies in 1639, and in 1644 he was appointed Member of the Council and Storekeeper in Curaçao, where he was first called Carel van Brugge. He came to New Netherland with Stuyvesant in May, 1647, was made Commissary at Fort Orange Novbr. 1647, Commissary of the Provincial Ac-

ordered that C. van Elslant shall cause Carel van Brugge to be summoned for the next Court day, to prove that he delivered the goods to Van Brugge and that the same were sold by him.

Hendrick van Naerden, pltf. v/s Jan Evertsen Bout, deft. Pltf. demands payment of a balance of 3 beavers, half a barrel of small beer, and one guilder in Zeewan, for timber cut for, and taken by the deft., whereon one beaver has been received, which is not good and can no where be disposed of. Deft. acknowledges to be still indebted 17 gl. to pltf. when he puts laths into his house in the village of Midwout; offers one beaver in Court. But says as he must, in consequence of these troubles with the Indians, remove the house standing in the town of Midwout, and as he is still prevented from proceeding, he maintains that he is not bound to pay before the house is finished. Pltf. acknowledges, that he is obliged to lath the house, but says that it has not occurred through his neglect. Parties being heard, the Court decides that, inasmuch as deft. is obliged to remove his house, and is prevented from proceeding therewith by the lathing, deft. shall wait for the remaining payment until the house, being removed, is lathed, which deft. says, shall be as soon as the severe winter season has passed; but that the beaver which he, the pltf. has given deft. and which is worthless shall now be exchanged by him.

Solomon d' la Scheer's wife appeared in Court [with] a certain box of white stringed Zeewan to the amount of fl. 84. 3. complaining, that Warnaer Wessels the [farmer] of the Tapsters' excise, refuses the same, and will not [give] any license. And whereas she is obstructed in her business requests the Court to decide if the same be good Zeewan or not, and to order him, accordingly, to receive the same and not to impede her. The Court decides, that the Zeewan, exhibited by petitioner is good merchantable Zeewan, and has, therefore, sealed the same in Court.

counts in 1651 and Provincial Secretary and ex officio Venduemaster in 1652. He held this office until Novbr. 1653, and appears in various official positions during the next years. When the English took New Netherland he resumed his English name, appearing under it as one of the patentees of Flushing. With the return of the Dutch in 1673, he became again Carel van Brugge and was appointed Clerk of the English Towns on L. I., now Queens Co., residing at Flushing, where he died in August 1682. His wife was Sarah, da. of Thomas Cornell of Westchester, often called Cornelis, and widow of Thomas Willett of Bristol, England. She survived him and married subsequently John Lawrence, Jr., of Flushing, L. I.—E. O'C.

Lysbet Tysen appears in Court complaining, that she cannot receive yet the fl. 11. from Jan Cornelissen for rent, according to judgment, requesting, the Court to aid her, that she be provisionally paid the fl. 11. The Court considering the present circumstances of the petitioner orders the abovenamed Jan Cornelissen to pay the aforesaid fl. 11. within 24 hours, or in default thereof further disposition shall be made therein.

On the complaint of Engeltie Hendricx in Court, the Bench orders the Officer, again, to execute the judgment against J. Van Beeck.

Tomas Griddy appears in Court complaining, that he cannot obtain any satisfaction from Borger Jorissen conformably to the award of the arbitrators appointed by the Court relative to their civil suit; whereupon Borger Jorissen, being called in Court, says that Griddy has not surrendered the house according to agreement, but on the contrary alienated the planks and other property, which were in the house, as shall appear by the inventory taken by the Notary Schelluyne. Griddy denies the same: says he has fulfilled the agreement on his side. The Court orders parties on both sides to produce, on the next Court day, their statements and allegations in writing and to prove the same.

On the petition of A: Keyser for despatch of the matter between him and Jacob Haey, default was granted against Schout Tienhoven, as he is absent, and has not answered; and 't is ordered that he shall be summoned to answer at the next Court day, when final disposition shall be made.

Copy.

Petrus Stuyvesant, on the part of the Noble High and Mighty Lords States General of the United Netherlands, and the Honble Lords Directors of the Privileged West India Company, Director General of New Netherland, Curaçoa, Buenaire, Aruba and their dependencies, with the Hon^ble^ Supreme Council, To the Court Messenger, Claes van Elslant hereunto requested, Health! Whereas Pieter Dircksen Waterhout skipper of the ship *New Amsterdam* has been received by US in case of appeal, over and regarding the judgment pronounced by the Court of Amsterdam in New Netherland, dated *15* Oct^r^ * last, between him and David Frere, a Jew; whereas the said Pieter Dircksen is, by the aforesaid judgment condemned to fulfill to the said David Frere his signed bill of lading of 40

* See entry of the *18th* Oct., 1655.

ankers of distilled waters, notwithstanding he has shewn and proved, that he delivered the said ankers from the ship into the Hon^ble^ Company's Store; whereas he, also, says, the greater part of the cargo in the ship navigated by him has been delivered by or for Adriaen Blommaert to Abraham Staets and whereas he requests our intercession, Therefore We hereby charge you to summon, in the name of the Supreme Court, the said David Frere to appear or to send an attorney before US here in Fort Amsterdam, on the 18^th^ instant, to see US annull or disallow the sentence aforesaid, to sustain the same, or to reverse it, as his good counsel shall direct, notifying those of the Court aforesaid to appear, or send attornies on the aforesaid day, if they so please, and this matter in any way concerns them, commanding, farther, in the name as aforesaid, the abovementioned attornies and cited persons neither to attempt nor to invent any thing to the prejudice of the aforesaid appeal, but on the contrary, if they have attempted or invented aught therein, the same to repair and to place in its first and proper state. Leaving authentic copy for the use of the abovenamed David Frere, and advising US of what has occurred to you. Given in the Fortress Amsterdam, in N. Netherland under Our Seal, Paraphure and the Signature of Our Secretary, the 4^th^ January 1650. Was Subscribed

P. Stuyvesant.

Under Stood: By order of the Right Hon^ble^ D^r^ Genl and Supreme Council of N. Netherl^d^

Signed Corn^s^ Van Ruyven Secretary.

On one side stood: The Provincial Seal, impressed on Red Wax.

Return:—

On the 13^th^ Jan'y 1656, have I, Claes van Elslant, Court Messenger, served on the Burgomaster Allard Antony, the Mandamus of Piet^r^ Dircksen Waterhout. Done at Amsterdam, was Signed,

Claes van Elslant, *Court Messenger.*

In pursuance of the above Mandamus and Return of Summons, the Hon^ble^ Allard Antony, present, is by plurality of votes appointed by the Court of Burgomasters and Schepens to hear the pronounced judgment confirmed or amended.

On the proposal of the President relative to the [insinuation] served on this Court by the wife of Joost Van Beeck touching the judgment

against her, it is Resolved that the officer shall cause the abovenamed [Van Beeck's] wife to be summoned against the next Court day before the Schepens to hear her thereupon; and (then deeming it necessary) to refer the case to the Hon^ble^ D^r^ Gen'l and Council for confirmation before this tribunal.

Further, and finally, is it Resolved to present the following petition to the Hon^ble^ Director General and Supreme Council:—

To the Right Honorable Director General and Supreme Councillors of New Netherland.

The present Burgomasters and Schepens of the City of Amsterdam in N. Netherland communicate with due reverence and respect:—

That it was resolved, at your petitioners' assembly dated 28^th^ June 1655, for the raising some funds for the supply of some necessary works and expenses of this City to fix as follows:—

For Stamping of the Skepel.....	15	stivers;
" Marking the Ell.....	20	"
" Stamping the tun or half barrel.....	10	"
" " quarter "	5	"
" " every can, large or small,.....	6	"
" the 10 lbs weight.....	3	"
" " 10 @ 20 lbs.....	5	"
" " 20 @ 50 "	8	"
Above 50 "	10	"

And that every tavernkeeper shall take out quarterly a license and pay therefor six guilders.

And whereas for some reason it has been postponed to this date to your Honors approbation of the same, the petitioners therefore request now, that Your Honors would please to approve of the aforesaid proposal for the benefit of this City, in order to carry the same into effect on the first opportunity. Awaiting hereupon Your Honors' favorable disposition, we remain Your humble Servants The Burgomasters and Schepens of the City of Amsterdam in N. Netherland (Signed) Allard Antony, Johannes Van Brugh, Jacob Strycker, J. Vinje.

Done this 17 January 1656. Amsterdam in New Netherl^d^

Fiat ut petitur. Done in our Assembly held in the Fort Amsterdam

in New Netherl^d^ the 18^th^ Jan'y Anno 1656. Was subscribed—P. Stuyvesant.

Understood :—By order of the Rt. Honble. Director Genl. and Supreme Council.

(Signed) C. Van Ruyven, Secretary.

To the Right Hon^ble^ the Director Gen'l, and Supreme Councillors of N: Netherland.

The Present Burgomasters and Schepens of the City of Amsterdam in New Netherland communicate with due reverence and respect:—

Whereas according to instruction given to this City, the election of Burgomasters and Schepens occurs annually on Candlemas Day, and, according to the custom of our Fatherland and the privilege of the surrounding Towns within this Province, a double number of the same is named by the ruling Burgomasters and Schepens, in order that, therefrom, a single number should be selected by Your Honors, Therefore your petitioners request as the election is now at hand, that you would please to confer on this City such privileges as the surrounding towns enjoy, and, consequently, to consent that the petitioners might nominate a double number of the new incoming Burgomasters and Schepens of this City, then, at the usual time to select and confirm a single number therefrom. Awaiting, hereupon, your favorable disposition, we Remain, Your Subjects and Servants The Burgomasters and Schepens of the City of Amsterdam in New Netherland, Was Signed, Allard Anthony, Oloff Stevensen, Johannes Van Brugh, Jacob Strycker, J. Vinje.

Endorsement :—

On account of the distance of the places and because the Director General and Council cannot always be present, and therefore cannot themselves have any knowledge of the fitness of the persons, has the nomination been conferred on the other Subaltern Benches of justice; on condition that the ruling (Magistrates) be beforehand nominated, for the D^r^ Gen'l and Council to confirm whomsoever they please, and that for their successors shall be presented proper persons; no opponents, but such as are well affected towards the Supreme Government; and that the Director General and Council, if they so please, may commission any person in their name, whom the nomination suits,

On which conditions the nomination is from now henceforward conferred on the Burgomasters and Schepens conjointly.

Done in our Assembly held in Fort Amsterdam in N. Netherland, the 18 January 1656. Was Subscribed, P. Stuyvesant.

Under Stood :—By Order of the Right Honble The Direct. General and Supreme Council of N. Netherland, Signed

Corns V. Ruyven, Secretary.

Honourable, Beloved, Faithful !

This serves as accompaniment to the enclosed Placards which are sent to your Honors, that they may, pursuant to ancient usage, be published by your Honors, which expecting we shall commend your Honors unto God's protection and Remain, Your Honors' Affectionate friends, The Director General and Council of New Netherland.

Signed, P. Stuyvesant

Understood— By order of the same,

C. v. Ruyven, Sec.

Done, Fortress Amsterdm in N. N. this 19th Jan'y 1656.

The Superscription was :—Honorable, Beloved, Faithful, the Schout, Burgomasters and Schepens of the City of Amsterdam, in N. Netherld

Whereas * Sorrowful Experience has made manifest, from time to time, that in consequence of the dwelling of the outside people apart, (in direct opposition to the order and good intent of the Honble Company and their Supreme government here) as well on the flat lands as on various Hooks and places, many and divers murders of men, slaying and destruction of cattle and burning of houses have been committed, both now and again, by the Indians, natives of this country, which might, for the most part, be prevented and avoided, with God's help, if the good inhabitants of this Province had settled themselves together in the form of towns, villages, and hamlets, in imitation of our neighbours of New England, who, in consequence of their combination and dwelling together have never been subject to such so multitudinous and general dangers, as we and our Nation, through God's righteous chastisement towards us, whereunto the barbarous savages have been encouraged by the isolated dwellings of the outside people, attacking the one after the other, as in time of need they could not be aided in consequence of the distance of the places, and it

* See Laws and Ordinances of New Netherland, p. 208.

was impossible for the Hon^ble^ Director and Council to provide every seperate isolated house with a safeguard; whereby, then, besides the preceding murders, losses, and destruction of divers persons, bouweries and plantations, the last notorious damage and insult to this country and the good people thereof has been caused: And as what has heretofore occurred is to be dreaded and expected hereafter as well as now, unless the good inhabitants be taught and rendered provident both by their own and other people's misfortunes, and allow themselves to be disposed, in good order, as they are bound to do, to establish villages in suitable places in manner and form, as the Director General and Council or their Commissioners shall point out to the inhabitants, when the Director General and Council shall be better enabled to second and maintain their subjects with the power, which God and the supreme authority affords them, which, that it may for the future be better practised and observed, the Director General and Council, therefore, nor only Warn but order and beseech hereby their good subjects to combine together in form of towns, villages and hamlets before the approaching Spring, so that they may be better protected, maintained and defended against all assaults and attacks of the barbarians, by each other and by the military commissioned by the Director General and Council; Warning all such as hereafter shall, contrary hereunto, remain on their separate plantations, that they do so at their own peril, without the Direct^r^ General and Council being able to help them, in time of need; and in addition hereunto shall they be fined in the yearly sum of 25 gl. for the public use; The Director General and Council further ordain, so as to prevent a sudden conflagration, that from now henceforth, no houses shall be covered with straw or reed, nor any more chimnies made of clapboards or wood. Thus done, resolved, resumed and concluded at the Assembly of the Director General and Council held in Fort Amsterdam, in New Netherland the 18^th^ January 1656. Was signed,

P. Stuyvesant.

Under Stood; By order of the Hon^ble^ Director General and Supreme Council of New Netherland

C. v. Ruyven, Secretary.

The Director General and Council of New Netherland, To all those who shall see or hear these read, Health!

Whereas* divers complaints are made daily, which also experience confirms, that cows, hogs and other cattle are seized, slain and sold in the open country by Christians, or at least by those having the name of Christians, under the guise and name of Indians, which is to be prevented as much as possible. Therefore, the Director General and Council aforesaid hereby expressly interdict and forbid that any cattle, calves, hogs, sheep or goats be hereafter slaughtered within this city or any other towns, hamlets or villages in the country, appertaining to this Province, even by the owner unless he shall first have exhibited such beast, whether ox, cow, calf, hog, goat or sheep, on the same day, that he intends to slaughter it, to the magistrates of the place to which he belongs, or to such persons as shall be, by the magistrates, each in his place, appointed thereunto, and receive a slaughter license, under the penalty of the slaughtered beast and double its value, for which slaughter license the owner shall pay, for the public use, to the Magistrates, or the Receiver appointed by the Magistrates, one stiver in the guilder, on each beast, whether ox, cow, calf, hog, goat, or sheep, according to the real value thereof, to be estimated, in case of dispute, by the Magistrates in his jurisdiction, or by their commissioners, which monies shall in every city, town, or hamlet be laid up and taken care of, to be expended and employed, in time of need, for the maintenance and protection of the common interests and villages, whether raising of soldiers or purchasing necessary ammunition, as occasion may require. The fines arising from the transgression hereof, shall be applied and expended, one third for the informer, one third for the Officer one third for the use of the public as aforesaid. Thus done in fort Amsterdam in N. Netherland the 18th Jan'y 1656. Was signed

P. Stuyvesant.

Understood:— By order of the Honble. Dr. General and Supreme Council of N. Netherland, Signed

Corn: v. Ruyven Secy.

Pursuant to the letter to the Schout, Burgomasters and Schepens of the City of Amsterdam in N. Netherland, these foregoing Ordinances have been published and placarded on this 20th Jan'y 1656 after previous ringing of the bell of the City Hall of the aforesaid City. Present at the

* See Laws and Ordinances of New Netherland, p. 209.

Meeting the Hon^ble^ Cornelis van Tienhoven, Schout; Allard Antony, Oloff Stevensen, Burgomasters; Joh: Van Brugh and Jacob Strycker, Schepens; absent Jan Vinje.

Monday the 24^th^ Jan'y 1656. In the City Hall. Present the W. Heeren Cornelis van Tienhoven, Allard Anthony, Oloff Stevensen, Johannes Verbrugge, Jacob Strycker, and Jan Vinje.

Jacob Steendam and Paulus Schrick, pltfs v/s Warnaer Wessels, deft. Deft. in default.

Dirck Teunissen, pltf. v/s Gabriel de Haes, deft. Pltf. demands payment of fl. 6. Deft. says, he does not refuse payment, but claims from the deft. (?) satisfaction for rent, as the deft's (?) cattle remained about one month in his stable. Pltf. denies that he hired the stable, saying that his cattle stood there only 5 days. Burgomasters and Schepens refer the matter in question relative to the stabling of the cattle to Egbert Woutersen and Geurt Coerten to make parties agree thereupon or to report to the Bench.

Roeloff Jansen, Mason, pltf. v/s Egbert van Borsum, deft. Pltf. says, he worked last year for deft. and complains, that he cannot recover his pay, saying also that he did more work, than he was bound by contract to do. Requests, therefore, that deft. shall be condemned to pay him according to contract and for his extra work. Deft. and wife appearing in Court say, they do not refuse pltf. his money; acknowledge, that something is still due him, but inasmuch as he has not finished his work, they maintain they owe him nothing. Offer to pay him for what he has done beyond his contract. Parties being heard, the Court refer parties to two arbitrators, to wit; Jan Gerritsen, Mason, and Cristian Barentsen to inspect the work done, how near pltfs contract is finished and how much over he has done; also if possible to make them agree, or in default thereof to report to the Board.

Abram Jacobsen and Jan Hendricksen, Smith, pltfs v/s Egbert van Borsum, deft. Pltfs demand payment of a balance of eleven beavers for wages earned at defts house. Deft. and wife appeared in Court, acknowledge the debt, but as Jan Cornelissen undertook the work and he by account still owes them the eleven beavers, requests that they might sett off the same against that; maintaining that they are not bound to pay

pltf. Parties being heard, the Court decide, that nothing can be done in this matter until Jan Cornelissen, who alone undertook the work shall be heard. Therefore pltfs are ordered to summon the aforesaid Jan Cornelis, against the next Court day.

Cornelis Schut, pltf. v/s Lourens Corn^{s} vander Wel, deft., demands, pursuant to the order of the last Court, that deft. shall declare on whose a/c he delivered the two barrels of meat to skipper Waterhout, and that the Court shall then please to pronounce judgment between him and the skipper. Deft. Lourens Cornelis vander Wel appeared in Court, declares that skipper Pieter Dircksen Waterhout came to him to buy meat in the name of Cornelis Schut, and that he bought and received two barrels of meat for 12 beavers from him on a/c of Corn^{s} Schut; but says, that he has meat to sell himself, as well as for Cornelis Schut's a/c. and it was all the same to him on whose a/c Waterhout has received the same; offers to pay Waterhout in meat or Zeewan, as the same circulates here, whatever may belong to him. The Court having paid attention to the declaration of Lourens Cornelis vander Wel, order that skipper Pieter Dircksen Waterhout shall allow Schut the 12 beavers, which he has received in meat from Skipper Lourens; and should he, Waterhout, think he has any action against Lourens Cornelis, he may institute the same against him.

Symon Joosten, pltf. v/s Claes Jansen Ruyter, deft. Pltf. demands payment of fl. 37. 15 for disbursements according to a/c. Deft's wife appears in Court, acknowledges the debt, but says she has satisfied it by an assignment on Jan Hendricx, which pltf. was to receive from him in tobacco. Pltf. replies: he has never been satisfied, nor ever agreed to receive payment from Jan Hendricx. Therefore the Court orders deft. Claes Jansen to prove, when and how pltf. was paid, or in default thereof to satisfy him.

Symon Joosten, pltf. v/s Dirck Holgersen, deft. Pltf. demands payment of fl. 49. 14. for disbursements in the year 1654. Deft. acknowledges the debt; says he cannot pay at present, requests time. C. van Tienhoven, being present in Court, remains bail for the payment by deft. in six weeks. Therefore deft., or in his default, the bail was condemned to pay within six weeks.

Symon Joosten, pltf. v/s Roeloff, the Mason, deft. Pltf. demands payment of 19 fl. 18. for monies disbursed. Deft. acknowledges the

debt; promises payment as soon, as he is satisfied by Egbert van Borsum. Parties being heard, the Court condemns deft. to pay pltf. within one month without exception.

Symon Joosten, pltf. v/s Jan Hendricx, deft. Pltf. exhibiting judgment pronounced by the Court of Breukelen against deft., requests that the Court may be pleased to oblige the deft. to pay, according to sentence. The Court having seen the aforesaid judgment refer pltf. to the Hon^ble^ Director General and Supreme Council.

Johannes Nevius, pltf. v/s Pieter van [Couwenhoven, deft.]. Pltf., as attorney for his father in law Cornelis d'Potter, demands payment of a balance of fl. 283. on a/c of Lyntie Martense, for which the deft. bound himself. Deft. acknowledges to have promised to pay Cornelis d Potter, on condition, that the grain for it should be delivered him; but inasmuch as the grain etc. has been destroyed in the troubles with the Indians and not been delivered to him, and as Cornelis d'Potter by acte dated 19 Sept^r^ 1654 has promised to indemnify, at all times, the bail for all losses and interests, which should occur through fire, robbery or other unexpected accidents both on the lands of deceased Jochem Piet^r^ Kuyter and crops thereof, he maintains that he, deft., is not bound to pay. The Court having examined and heard the demand and answer of parties, together with the indemnity-bond, granted by d'Potter and produced by deft., find that pltf. is not sustained, because the claim arises out of the agreement about the farm of *Zegendael* (Blessed Dale), and Cornelis de Potter has promised to be security and consequently to indemnify deft., at all times, for all damages and unexpected accidents which might happen to the said farm or its Crops; and now in this last disaster it has occurred, that the grain etc has been destroyed, from which the deft. was to have been paid, therefore is pltf's demand against deft. denied.

Pieter Jacobs Marius, pltf. v/s Jacob van Couwenhoven, deft., demands payment of a ballance of fl. 2864. 6. according to a/c. Deft. being sickly is absent, and whereas now is the 2^nd^ default, and pltf. requests quick despatch thereon, the Court orders, that copy of the a/c shall be granted to deft. to answer thereunto by next Court day, on pain of being deprived of further right in the case.

David Frere, pltf. v/s Adriaen Keyser, deft. Deft. in default. Pltf. appears in Court demanding payment of fl. 192. and whereas deft.

has been summoned three different times and still remains in default, requests that the goods, being clothes, left in pawn therefor, shall be sold by execution. Inquiry having been instituted by the Court, they find, that deft. has been twice in default, but that it was expected, each ordinary Court day, that parties would have come to an agreement. Therefore only one default is decreed.

Goert Loockermans, pltf. v/s Aert Willemsen, deft. Pltf. persists in his aforesaid demand for restitution or payment of the kedge and rope of his scow. Deft. persists in his aforesaid answer, exhibiting certain declaration made by Tryntie Hendricx and Jan Swaen, written by Matys Capito, which being perused by the Court, it was decided, that said declaration cannot serve to refute pltf's demand: they have, therefore, condemned deft. Aert Willemsen to restore to pltf. the kedge and rope, which were delivered with the scow, or to pay therefor on the valuation of arbitrators nominated thereunto by themselves, saving the recourse, which he considers he may have against those, who appropriated the rope and kedge.

Tomas Griddy, pltf. v/s Herry Breser, deft. Both in default.

Nicolaes Verleth appears in Court stating, that the Director General, to whom was referred the question relative to the goods purchased from the Indians by Helletie Jansen, has referred him back to the Court; and whereas he thus cannot arrive at any termination, requests that the Bailiff be authorized to levy execution. Therefore on the judgment of sequestration the Court endorses:—At petitioner's request, the Bailiff is authorized to levy execution in the preceding judgment.

Burger Jorissen's wife appears in Court relative to the matter in dispute with Griddy, producing declaration of what was left on the bouwerie: wherefore was endorsed:—Ordered by the Court that Thomas Griddy, not being summoned and absent, copy hereof shall be communicated to him, to answer thereunto by the next Court day.

Regarding the matter in question between Adriaen Keyser and Jacob Haey, the Fiscaal, being present in Court, requests, that Adriaen Keyser shall appear personally in Court, at the next Meeting. It is, therefore, ordered, that A. Keyser shall personally appear on next Court day.

On the request of Jan Jansen van Breeste, cooper, relative to the barrel-stamp, which Rynier Rycken brought out from Holland for him

and was referred by the Honble Director General and Supreme Council to Burgomasters and Schepens, is endorsed:—Inasmuch as the stamp, which Rynier Rycken brought with him from Fatherland, is here required for the common use of the City, the public cannot therefore be incommoded for individuals. Petitioner's request is, therefore, denied.

Daniel Teneur appeared in Court relative to the judgment against Paulus Leendert van Grift. Ordered that the comparant shall take a copy of the judgment, and cause the same to be instituted and summon.

The Schout Cornelis van Tienhoven proposes orally:—

1.

Whether the Burgomasters and Schepens do not deem it necessary, as the time is near for the nomination of succeeding Burgomasters and Schepens, that a day be fixed for assembling therefor. And that, in the meantime, each should of himself make out a nomination without communicating the same to any body else, to propose the same on the appointed day?

The Burgomasters and Schepens resolve, on the proposal of the Schout;

1st That a meeting shall be held on next Tuesday to make the nomination; and that each one shall form his particular conclusion thereon, without having any communication with others, then to propose the same.

2.

Since there is no money at present in the City Treasury, to disburse therefrom what the Burgomasters and Schepens should yearly receive as a salary, if it be not advisable to open a city account, and place the same to their credit, to be paid from the Treasury when circumstances permit?

2nd is resolved :—

To open a city account and place to the credit of each the yearly allowed salary, to be paid from the Treasury, when circumstances permit.

Done, as above in the Court aforesaid.

Verbal Propositions made in Court by the Honble Burgomaster Allard Antony.

1.

Whereas the Honble General has proposed to him, that it is highly necessary to divide the Old Graveyard, which is wholly in ruins, into lots

to be built upon, and to make another Grave-yard, south of the Fort, and to remove the houses standing there, on a valuation, what resolution should be taken thereupon ? *

The Burgomasters and Schepens decide on the

1st That it is highly necessary to establish a Graveyard at another suitable place, or to put it in good order where it now is : but that it is not, at present, advisable to throw down the houses, south of the Fort and to locate it there. But it was considered, that it would be better, west of the Fort, in the neighbourhood of the Windmill, where there is a good hill clear of timber.

2.

Whereas the church in the Fort is more and more out of repair, without any thing having been done to it, and the Honble General is at present the only Churchwarden, if it be not advisable that a new Churchwarden be appointed and the Honble Gen'l discharged ?

On the 2d was decided

That 4 persons be proposed by the Burgomasters to the Honble General and Council, to select and commission two therefrom as Churchwardens.

3.

Whether it be not advisable to ask the Honble General for the bell, which stands idle in the Fort, either as a present or on valuation, to hang it, and make use of it, at the City Hall ?

On the 3d was decided

It is necessary, and the Honble Allard Antony shall speak on the first opportunity, to the Honble General, and promote its accomplishment.

Monday, 31st Jan'y 1656. In the City Hall. Present the W. Heeren Allard Anthony, and Oloff Stevensen, Burgomasters ; Joh Van Brugge, Jacob Strycker, and Jan Vinje, Schepens.

At this Meeting appeared Cornelis van Tienhoven, Councillor and Fiscal of New Netherland, and present Schout of the City of Amsterdam,

* The old graveyard was on the West side of Broadway, a short distance north of the present Morris Street. It covered 100 feet square and in 1665, as will appear in a later volume, it is represented as in a shamefully dilapidated condition.—B. F.

as Commissioner from the Supreme Council, to assist at the nomination of the succeeding Burgomasters and Schepens, according to the order, given by the Hon^ble^ General and Council of New Netherland, dated 18^th^ January 1656, which abovenamed Van Tienhoven was accepted by the Court in his aforesaid capacity; recommending the Burgomasters and Schepens, to nominate such persons, as are of good fame and name and considered worthy to fill such office, and who would be inclined to appear with honor in their places.

Vote of Allard Anthony.

For Burgomasters:

Paulus Leenderts Vandie Grift,
Willem Beekman.

For Schepens:

Pieter Wolfertsen,
Govert Loockermans,
Piet^r^ Cornelis Vander Veen,
Jacob Backer,
Adriaen Blommart,
Isaack de Foreest,
Jan Gerritsen Brouwer,
Hendrick Kip.

Vote of Oloff Stevensen

For Burgomasters:

Martin Krigier,
Pieter Wolfertsen;

For Schepens:

Paulus L: Vandie Grift,
Will. Beekman,
Piet^r^ Cornelis vander Veen,
Jacob Bakker,
Adriaen Blommaert,
Isaack Foreest,
Hend'k Kip,
Jacob Steendam.

Vote of J. Van Brugge.

For Burgomasters:

Paul^s^ L. Vandie Grift,
Pieter v. Couwenhoven.

For Schepens:

Willem Beekman,
Govert Loockermans,
Cornelis Schut,
Pt^r^ Corn^s^ Van der Veen,
Jacob Steendam,
Jacob Backer,
Adriaen Blommaert,
Claes Bordingh.

Vote of Jan Vinje.

For Burgomasters:

Willem Beekman,
Joh: Van Brugge,

For Schepens:

Pieter Wolfertsen,
P. L. Vandiegrift,
Hendrick Kip,
Isaack de Foreest,
Govert Loockermans,
Jacob Backer,
Corn^s^ Schut,
Alexander d'Inyossaph.

Vote of Jacob Strycker.

For Burgomasters:

Martin Crigier,

Pieter v. Couwenhoven.

For Schepens::

P. Leendrts Vandie Grift,

Will: Beeckman,

Isaack de Foreest,

Hendrick Kip,

Pt: Cornelis Van der Veen,

Jacob Bakker,

Jacob Steendam,

Evert Duyckingh.

Total of Votes:

For Burgomasters:

II—Martin Crigier..... 2.

II—Paul: L. Vandiegrift..... 2.

III—Pieter V. Couwenhoven..... 3.

II—Willem Beeckman..... 2.

I—Johannes van Brugge..... 1.

The question being put *de novo*—Are found as Burgomasters:

Martin Krigier,

Pt: v. Couwenhoven.

For Schepens:

II. Pieter van Couwenhoven..... 2.

III. Govert Loockermans..... 3.—3.

IIII. Pt: Corn: Vander Veen..... 4.—4.

IIIII. Jacob Backer..... 5.—5.

III. Adriaen Blommart..... 3.—3.

IIII. Isaack d'Foreest..... 4.—4.

IIII. Hendrick Kip..... 4.—4.

I. Jan Gerritsen Brouwer..... 2

III. Paulus L. Van die Grift..... 3.—3.

III. Willem Beekman..... 3.—3.

III. Jacob Steendam..... 3.

II. Cornelis Schut.....11.
I. Claes Bordingh..... 1.
I. Evert Duyckingh..... 1.
I. Alexander d'Inyoseph ..... 1.

Are found as Schepens:

Paul Leend. Vandie Grift.
Willem Beeckman,
Jacob Backer,
Pt: Corn: Vander Veen.
Isaack de Foreest,
Hend'k Kip,
Govert Loockermans,
Adriaen Blommart.

Resolved, that the preceding nomination by plurality of votes thus found, be enclosed and delivered by Allard Antony to the Honble General and Supreme Council in the form of the following letter:—

Honourable, Valiant, Gentlemen:

Inasmuch as You have been pleased to favor this City or the Burgomasters and Schepens thereof with the nomination of those succeeding to our quality, we cannot do otherwise than thankfully acknowledge such favor and benefit, in regard to public affairs, and pursuant to your Order of date 18th Jan'y 1656. to nominate, as soon as possible for the present time, a double number, viz these following Burghers and inhabitants of this City:—

For Burgomasters:

Martin Crigier,
Pieter van Couwenhoven.

For Schepens:

Paulus Leenderts. Vandie Grift,
Willem Beekman,
Jacob Backer,
Pt: Corn: Vander Veen,
Isaack d' Foreest,
Hendrick Kip,
Govert Lookermans,
Adriaen Blommart.

Requesting that you would be pleased to elect from them the wisest, most intelligent and best qualified to succeed to the place of the outgoing Burgomaster and Schepens, in order that the Commonalty may be protected and the business of the country transacted. Done this 31st January 1656. In the City Hall at the Court of the Burgomasters and Schepens of this City of Amsterdam in New Netherland; present C. v. Tienhoven.

By order of the Burgomasters and Schepens of the City of Amsterdam in New Netherland

Jacob Kip, Secretary.

To the Right Honble the Director General and Supreme Council of New Netherland.

Whereas the bank on the East River, near the City gate,* is in bad condition, it becomes necessary, that it be looked to and strengthened, therefore the Honble Burgomasters of this City have concluded and resolved to have constructed there a firm sheeting of thick plank or boards, to begin the same at the point of the old City Works, which lie thereby, and again to raise up the fence; also a large and suitable gate according to the plan and design of Capt. Coninck and already begun to be fixed in the works, and that the same shall be executed with all possible speed and without any delay or alteration.

Secondly, resolved that the sheeting before the City Hall shall be renewed with thick plank or boards, like the other work at the gate aforesaid according to the plan of Capt. Coninck, and that the same shall have its full effect. Done in the Court of the Honble Burgomasters of the City of Amsterdm in New Netherland. This first Feb: 1656.

Allard Anthony,
Oloff Stevensen.

Copy.

Extract from the Register of Resolutions of the Director General and Supreme Council of New Netherland passed in their Assembly, on Wednesday, the 2nd Feb: 1656.

Having received, seen and read the nomination made and communicated by Burgomasters and Schepens of this City, with request, that the Director General and Council would please to elect therefrom the suc-

* In Pearl Street at the N. E. side of Wall.

ceeding Burgomasters and Schepens; Which being taken into consideration, the Director General and Council of New Netherland have, for pregnant reasons moving them hereunto, resolved and concluded to continue for another year the Burgomasters and Schepens at present in office for the sake of peace and harmony, for the welfare of this City, and only to supply the two vacancies of Schepens with two other reasonable and proper persons; Whereunto for the present time are chosen

Willhem Beekman and Hendrick Hendricksen Kip.

. Done, Fortress Amsterdam in New Netherland, as above. Under stood and signed

Agrees with the foregoing Resolution

C. v. Ruyven, Secretary.

Monday, 7th Feb7 1656. In the City Hall. Present the W: Heeren Oloff Stevensen, Allard Anthony, Burgomasters. Johannes Verbrugge, Jacob Strycker, and Jan Vinje, old Schepens, with Willem Beeckman and Hendricks Kip, new incoming Schepens.

Whereas the Assembly of the Honble Director General and Supreme Council has decided, that the presiding Burgomaster should be changed every three months, Therefore Oloff Stevensen, as Burgomaster, now presides in Court.

Andries Andriessen, pltf. v/s Thomas Hall, deft. Deft. in defar'

Joost van Beeck, plt. v/s Maria Verleth, deft. Pltf. in default.

Cornelis Schudt, pltf. v/s Maria Verleth, deft. Pltf. Cornelis Schudt demands from Maria Verleth in writing; first, the books kept by him of the two cargoes sent to him Anno 1652 and 1653, of which cargoes said Schutt had in his possession the ledger and returned it to Maria Verleth, with promise, that Jan Van Beeck should come for it and settle with me. True enough, I have received an extract from the ledger for her brother Verleth, which said Van Beeck took from the ledger at the North, wherein I find many goods, which she must still have by her, as they are not entered as sold in said book, and also she has received the debts, which stand debitted on the first book, and now the debtors say, that they have paid; also to examine the accounts of this book aforesaid, and that we give security, together, that if any thing is coming from me to her, or from her to me, the one shall satisfy the other; also to give bail,

that she shall not depart for Hartford, before the judges shall have condemned us, as they shall consider just. Was signed,

Corn^{s} Schutt.

I, Joost van Beeck, brother of the deceased Johannes van Beeck, approve of what precedes and request their Worships to be pleased to take care, that every one shall come to his own; and further, as there were private transactions with him, we ask to have all the books. Was signed

Joost Van Beeck.

Deft. requests copy of the demand, to answer by the next Court day. The Court granted deft. her request for a copy and ordered her to answer thereunto by the next Court day.

Pieter Jacobsen Marius, pltf. v/s Jacob van Couwenhoven, deft. Pltf. demands payment according to previous demand and a/c, delivered unto deft.; and that in tobacco or beavers. Deft. acknowledges the debt; says he has not refused payment; requests merely time. Offers to pay provisionally, next month, April, one thousand guilders and the rest at the earliest moment. Requests accommodation, inasmuch as he has now first settled with his brother. Pltf. says, that he has made divers good offers to deft. on condition, that he should give security for the payment; he is still content to wait until next May, to be then paid, without fail, in tobacco or beavers, provided that he give sufficient bail or mortgage. The Court having heard pltf's demand, request and offer together with the acknowledgment of the debt by the deft., as well as his offer, have condemned deft. Jacob van Couwenhoven to pay pltf. in beavers or tobacco, whereunto time was granted him until the month of May, on condition, that he be held to give, for the behoof of pltf. sufficient bail, or undeniable security for the payment at the aforesaid time.

The Heer Tienhoven present.

Helletie Jansen, pltf. v/s Pietertie Jansen, deft. Pltf. requests, as deft. has bought from Indians here within this City some goods belonging to her and her sister, that she be condemned to return the same to her, on receiving, what she has given therefor; being one small box with divers linens, as a pair of linen sheets, two shirts, some frills, coifs, childrens caps, pocket handkerchiefs, three pearl pins and other things, that she does not know precisely. Deft. acknowledges to have bought some goods from the Indians; but when she learned they were pltf's property,

she sent to pltf. word, that the Indians wished to sell such goods and before she traded, pltf. was asked, if she would purchase the same from the Indians; she answered, No, as she had no pay; but said she was well content, she had traded, as she could get plenty of such goods. Whereupon she purchased them nearly as dear as they were worth, and gave the remainder to poor people. Maintains therefore, that she is not bound to make restitution. The pltf. and Anna Van Vorst acknowledge, that deft. offered them the goods before she bought them, but as they had no money, they could not buy them. Inasmuch as she, pltf., was obliged to return to Nicolaes Verleth the goods she bought and received from the Indians, requests that deft. shall also deliver her her property. Parties being heard, the Court order, that deft. Pietertie Jansen shall, within the space of 8 days deposit in the Secretary's office of this City the goods claimed by pltf. and which she bought from the Indians, when further disposition as to justice will appertain shall be made.

Jacob Schellinger, pltf. v/s Tryntie Heymans, deft. Deft. in default.

Jacob Leendertsen, pltf. v/s Hendrick Willemsen, baker, deft. Pltf. says, that he leased a house from deft. up to All Saints day next, and that deft. has now warned him by the Court Messenger to depart by May. Requests, that deft. shall let him remain under rent until All Saints. Deft. says, he did not rent the house longer than May. Demands proof to the contrary, or that pltf. shall declare such under oath, as there were no persons present. Pltf. refusing to swear, he was ordered by the Court to prove, that he hired the house until All Saints, or depart out of it in May.

Jacob Teunissen, pltf. v/s Anthony Jansen van Vaes, deft. Deft. in default.

David Frere, pltf. v/s Adriaen Keyser, deft. Pltf. persists in his former demand; still asks for payment of fl. 192 in beavers. Deft. acknowledges to owe 24 beavers; offers payment, but inasmuch as pltf. requires such excessively good pay, the Court will have to appoint arbitrators to inspect the pay and to value the same. The Court heard pltf's demand and deft's acknowledgment of debt and have condemned deft. A. Keyser to pay pltf. within 8 days, and having considered the deft's further request, decide that deft. can make payment in such currency as

shall be considered good and merchantable pay by Sieurs Piet[r] Cornelis Vander Veen and Piet[r] J. Buys, free traders here, who are hereby requested and commissioned thereunto by the Court.

The matter in question between Adriaen Keyser and Jacob Haey was, at the request of Schout Tienhoven postponed until the arrival of Jacob Haey, who is expected very soon.

On the request of Nicolaes Verleth presented in Court, regarding the judgment against Helletie Jansen is endorsed—The Court decide, that the pending judgment shall be put in execution according to custom and form of law without any further delay, whereunto the Bailiff is hereby empowered.

Lodewyck Pos, Burger and inhabitant here, requests by petition leave to sell wine and beer by the small measure, whereon was endorsed—Petitioner's request is granted as to other Tavernkeepers.

Item. On the petition of Tomas Fredricksen is endorsed—Petitioner's request is granted as to other Tavernkeepers.

Maria Verleth appeared in Court complaining to the Schout of Joost van Beeck, that he took from Claes van Elslandt and opened two letters, which have come, by the ship, *The Flower of Gelder*, from *Patria*, and belong to her deceased husband Jan van Beeck; requesting delivery of said letters, and right and justice for the violence. Joost van Beeck appears in Court and acknowledges, that his wife took two certain letters, whereof the superscription was:—*To Johan van Beeck*—and that the same were opened by her and read by him; and that there are still on hand at his house one letter from his brother Nicolaes van Beeck and a letter from his father in law Paulus Zillessen with a bill of lading for some goods of Nicolaes van Beeck: maintaining that neither the letters nor the goods sent therewith belong to Maria Verleth, inasmuch as the marriage was never declared legal, but that he is the rightful heir. Joost van Beeck being asked, by what authority he took the letters belonging to his brother and opened them, says:—he had no precise authority or power thereunto, but that his wife took the same and opened them without his knowledge or privity. The Court provisionally orders Joost van Beeck to deposit with the Secretary of this city the aforementioned letters and conveyances, which he received; seal the same with his own signet and pass an Acte, that there were no other letters or papers.

Joost van Beeck appeared before the adjournm^t of the Court and pursuant to aforesaid order, delivered in two certain letters, which were sealed by himself, and a signed acte, that he had and that there were no others.

On the oral request of Daniel Teneur and written petition of Paulus Leend^rsz Vandie Grift relative to the judgment pronounced by the Court in date 23 Nov. last, is endorsed—Whereas petitioner Paulus L. Vandie Grift requested revision of the judgment pronounced between him and Daniel Teneur, not on the 30^th^ but on the 13^th^ Dec^r last, when the same was granted him, on condition, that he institute the same at the nezt Court, and the same has not been entered up to the present day, the Court decide, that the petitioner cannot now be admitted to revision. Therefore the order is, that the judgment rendered shall have its full effect.

Isaack de Foreest appeared in Court requesting, both orally and in writing, that the judgment which he obtained against D. V. Schelluyne in the Court, shall be put into execution. Whereupon the Court ordered, that the pending judgment shall be executed according to custom and in form of law.

Copy.

Honourable, Beloved, Faithful.

This serves as accompaniment of the enclosed Order which is sent to your Worships, to publish the same, according to the tenor thereof, affix and execute it against the contraveners, expecting which we commend your Worships to God's protection and safeguard and Remain

Your affectionate Friends

The Director General and Council of N. N.

By order of the same, C. v. Ruyven, Secretary.

Done Fortress Amsterdam in Netherland this 4^th^ Feb. 1656.

The superscription was, Honourable, Beloved, Faithful the Scout, Burgomasters and Schepens of the City Amsterdam in New Netherland.

Whereas * the Director General and Council of New Netherland are credibly informed that not only Conventicles and Meetings are held here and there within this Province, but also that in such gatherings some unqualified persons have assumed unto themselves the office of teaching; announcing and declaring God's Holy Word, without being called or

* See Laws and Ordinances of New Netherland, p. 212.

appointed thereunto by authority either of Church or State, which is in direct contradiction and opposition to the General policy and Church government of our Fatherland, because from such manner of gatherings divers mischiefs, heresies, and schisms are to be expected, which to prevent, the Director General and aforesaid Council do hereby, therefore, absolutely and expressly forbid all such Conventicles or Gatherings, whether publick or private, except the usual and lawful ones in which God's reformed word and the ordained assemblies of God's Reformed worship are observed and conducted conformably to those of the Synod of Dordrecht, here, in our Fatherland and in other Reformed Churches in Europe, under the penalty of One Hundred Pounds Flemish, to be forfeited by all those who assume to themselves any unqualified office whether of preaching, reading or singing, whether on Sunday or any other day in such Gatherings whether private or publick, the usual, lawful Congregations excepted—and five and twenty like Pounds to be forfeited by every man or woman, married or unmarried who are found at such gatherings: Without the Director General and Council intending, hereby, however, any violence to Conscience to the prejudice of the Patents formerly granted, or to prohibit the reading of God's Holy Word, family prayers and Worship, each in his own house; but all publick and private Conventicles and Gatherings, whether in publick or private houses, except the repeatedly mentioned customary and ordained Reformed Worship, which that it may the better be observed and respected, and that no one may pretend any ignorance thereof; the Director General and Council order their Fiscaal together with the Subaltern Magistrates and Sheriffs this to publish and cause to be published every where within this province, and to execute the same against all contraveners, the rather as we find such to appertain to the glory of God, the promotion of the Reformed Religion and the publick peace, harmony and Welfare. Thus Done, Resolved and arrested the 1st February 1656 in Fort Amsterdam in New Netherl^d Was undersigned, P. Stuyvesant.

Under Stood—By order of the Rt. Hon^ble Director General and Council of N: Netherld.

(Signed) C. v. Ruyven, Secretary.

On this 7th Feby 1656, this preceding Ordinance is published and affixed, pursuant to the letter to the Schout, Burgomasters, and Schepens

of the City Amsterdam, after previous ringing of the Bell. Done in Court aforesaid.

Extraordinary Session holden on Tuesday the 8th Feb: 1656. In the City Hall. Present Oloff Stevensen, Jacob Strycker, Jan Vinje, Will: Beekman, Hend'k Kip.

Maria Verleth, pltf. v/s Joost van Beeck, deft. Pltf. demands her letters deposited yesterday with the Secretary; requests that the same be granted her. Deft. maintains, as the marriage between Johannes Van Beeck and Mary Verleth is not yet declared legal, the letters are not her's, until the marriage be legalized. But if the Marriage be declared lawful by the Court, Supreme Council and Consistory, he consents she should have them. Claims then only his legal right, requesting that guardians be appointed. Maria Verleth declares, that not being a Burgher here, but a stranger, an inhabitant and Burgher of Hartford in New England, she is not bound to accept guardians here. Requests quick despatch, unless the Court will please to declare the marriage either lawful or unlawful.

Inasmuch as the Court has never been informed, that the marriage between Johan van Beeck and Maria Verleth is declared illegal, but on the contrary, this Court has by order of the 19th Feby 1654, on the petition of decd Johan van Beeck, considered, under correction, that respect must be paid to the Proclamation of the Church and consequently to the marriage tie of said young people, they cannot then pronounce the marriage illegal: They, therefore, consent that pltf. Maria Verleth shall provisionally take the letters deposited in the Secretary's office, the rather as Joost van Beeck declared yesterday in full Court that he has no particular authority or power to lift the letters. Thus done, arrested and pronounced. Done as above. Amsterdam in New Netherland. Was subscribed Oloff Stevensen, Jacob Strycker, Jan Vinje, Will: Beeckman, Hendrick Hendrickx Kip.

Pursuant to the above decision the letters deposited with the Secretary were delivered in Court to Maria Verleth, present Joost van Beeck, and were, after opening, found to be

Two manuscript letters,	One general cargo,
One Bill of lading,	One price current.

Monday, the 21. Feb: 1656. In the City Hall. Present the W: Heeren Cornelis van Tienhoven, Oloff Stevensen, Joh: Verbrugge, Jacob Strycker, Jan Vinje, Will: Beekman, and Hendrick Kip.

Joost van Beeck, pltf. v/s Corn^{s} Jansen Coele, deft. Both in default.

Jacob Schellinger, pltf. v/s Tryntie Heymans, deft. Deft's 2^{d} default. Pltf's wife appeared in Court requesting—inasmuch as she sold to one Jan Gerritsen, who was killed in the last disaster, some goods, amongst others some stuff, whereon he still owes fl. 11. and for a hanger also fl. 11. being fl. 22 in all—that deft. be condemned to pay her, as she took the property of dec^{d}—; or otherwise, that pltf. be authorized to take back the aforesaid stuff, which still remains in her house. Deft. answering says, the aforesaid Jan Gerritsen gave, in his lifetime, the aforesaid stuff to her daughter as his bride, but offers to pay the fl. 11. to be quits. Relative to the other fl. 11. says, she knows nothing of it, inasmuch as all the property on Staten Island was burned and lost, and she obtained none of it. Parties being heard, the Court condemns the deft. Tryntie van Hengelen to pay pltf. fl. 11. for the stuff before she shall keep or use it, and it was further decided, that pltf. shall prove, deft. has accepted or received any of deceased's property, when further disposition shall be made therein.

Maria Geraerdy, pltf. v/s Harmen Douwesen, deft. Deft. in default.

Paulus Schrick, pltf. v/s Sara Joris, deft. Deft. being absent was excused from default in consequence of the bad weather.

Jacob Teunissen, pltf. v/s Anthony Jansen van Salee, deft. Pltf. complains that deft. has caused his goods at Gravesend to be arrested. Requests reasons for the arrest. Deft. acknowledges, that he has arrested the goods, because he, pltf., hired as his servant for one year and absconded from his service. Requesting satisfaction therefor. Jacob Teunissen denies, that he had hired himself to Antony Jansen for a year, as he is in the employ of Lourens Jansen according to attestation of the aforesaid Lourens exhibited in Court. Antony Jansen says: After Jacob Teunissen had come to him and had hired with him, Antony, he said, he should first learn, if he were free, and that Jacob Teunissen thereupon went to Gravesend and said he had settled with Lourens and

was free, and that he thereupon hired him for one year. Jacob Teunissen denies the same. Deft. undertakes to prove the same, exhibiting by declaration of Willem Wilkens, that Jacob Teunissen has said, he was free of Lourens and may hire with any one—Item. by declaration of two persons, that Jacob acknowledged, he had hired with Anthony as servant, but that he should not remain as he got no earnest money. Whilst deft., Antony Jansen, offered to prove, that he, Jacob Teunissen, had hired for a year, the Court granted him until the next Court day to prove how he hired him.

Jacob Steendam, pltf. v/s Solomon La Scheer, deft. Deft. in default.

Warnaer Wessels, pltf. v/s David Frere, deft. Pltf. in default.

On the petition presented in Court by David Frere, relative to the judgment against Adriaen Keyser, is endorsed—The Court, having seen the presented insinuation, order Adriaen Keyser to pay David Frere within twice 24 hours pursuant to judgment dated 7th Feb. last, on pain, in case of default, that the goods in pawn for the payment, shall without any delay or exception be publicly sold to the highest bidder.

François Fyn, pltf. v/s Adriaen Keyser, deft. Both in default.

Pieter Jansen, pltf. v/s Huybert Jansen Stoerk, deft. Pltf. demands payment of balance of a/c of fl. 30 for rent of a house in Gravesend, and some brandy according to a/c. Deft. says, the house was not delivered as it was hired, showing by declaration of three divers persons the unfitness of the house and how it was hired. Pltf. objects to the evidence, inasmuch as they were not present at the agreement; undertakes to prove the contrary. Parties being heard, the Court order, that deft. shall have the evidence collated and sworn to at Gravesend and that pltf. according to his proposal shall prove, how he agreed, by the next Court day.

Dirck Claessen Pottebacker, pltf. v/s Dirck Holgersen, deft. Pltf's wife appeared in Court says, that she has missed a canoe, which she purchased from Pieter Vander Linde and after seeking for it every where finally found it before deft's house and land, who refused the same to her, notwithstanding reasonable salvage was offered. Requests the Court to condemn him to deliver it. Deft. says a certain canoo was brought by some Englishmen on his land, and as the same lay a long time there

without a person coming after it, he found, that it was very much out of repair. He repaired and rebuilt it. Offers to give it up to the pltf. on condition, that she will pay him for the repairs, wages and salvage. Parties being heard, the Court referred the parties to Lambert Huybertsen Mol, and Cornelis Jansen Clopper to value the labor and repair expended on the canoe, and if possible to reconcile the parties, or to report to the Board.

Andries vander Sluys, ptlf. v/s Jacob Eldertsen, deft. Deft. in default.

Michel Paulusen, pltf. v/s Arent Callebuys, deft. Pltf. in default. Deft. appears in Court complaining, that pltf. has arrested his money in the hands of Jacob Haey and as he has not come to prosecute the same, requests that said arrest be declared invalid. The Court declares the arrest invalid, since pltf. has not followed up the same.

Ide Van Vorst, pltf. v/s Frans Jansen, Carpenter. Deft. in default.

Endorsement on the petition of Harmen van Hooboocken, Schoolmaster. The Schout having exhibited, in conformity to instructions from the Hon^ble^ Director General and Council, the request of the Schoolmaster, Harmen van Hooboocken, in Court, they endorse—Said Schoolmaster shall communicate to the Burgomasters and Schepens, what he is allowed for each child per quarter, pursuant to instructions from the General and Council, which being done, further order shall be taken on petitioner's request.

Maria Verleth appeared in Court answering in writing the demands made by Cornelis Schutt, who replying thereunto as by the tenor thereof exhibited in Court does appear, the Court orders, that Mary Verleth shall be furnished with copy of the reply and Corn^s^ Schutt of the answer to make use of the same at the next Court day.

Joost Teunissen, baker, appears in Court of the Burgomasters and Schepens prosecuting the arrest issued against the property of Mr. Mahew, English merchant, in the hands of Thomas Hall. Requesting, that the arrest shall be declared valid by virtue of an obligation dated 28^th^ October 1655 for the sum of fl. 730. The Court having seen the aforesaid obligation declares the aforesaid arrest, provisionally, valid.

Joost van Beeck appeared in Court, exhibiting judgment against Cornelis Jansen Coele and requests, as he has thereupon arrested Cornelis

Jansen, on his departure, that he be authorized to put the said C. J. Coele in prison, giving security for costs.

Endorsement:—At the request of Joost van Beeck made to the Court, relative to the execution of the aforesaid sentence, the Court decided, that said judgment shall have its full effect, and accordingly consented, on request of pltf., that he imprison the aforesaid Cornelis Jansen Coele, on securing the costs.

At the request of Capt Fyn relative to the judgment against Luycas Eldertsen, endorsed—The Bailiff is empowered and authorized to execute according as the same ought to be.

Regarding Nicolaes Verleth's petition:— The Court persists in its last order issued on the 7 Feb.

Dorothy Lock, an Irish girl, appeared in Court complaining that Mr. Isaac Allerton had beaten her as appears by the marks, because Jonathan Kammentie, Allerton's servant, had carnal conversation with her, saying she was now about six weeks with child from him; requesting, that she be permitted to marry said Jonathan and that Allerton may allow it. She is promised her freedom from her master, Jan Coort. The Court decides, that Dorothy may summon Mr. Allerton and meanwhile the Officer shall investigate the matter.

On Wednesday 23rd Feby. were assembled at the City Hall the Heeren Oloff Stevensen, Joh: Van Brugge, Jan Vinje, Will: Beekman, and Hendrick Kip to publish the Ordinance for a Fastday, but as Schout Tienhoven, who had this ordinance with him, did not come, they adjourned without doing anything.

Thursday the 24th Feb. In the City Hall. Present Cornelis van Tienhoven, Oloff Stevensen, and Allard Anthony.

The following Order for a day of Fasting and Prayer was published from the City Hall.

Honourable, Right beloved:—

No one among us can be ignorant or forgetful of the especial favors, blessings and benefits manifested and conferred on this early budding Province by the All good and Merciful God, of which not the least is the increasing population, the merciful protection against a dreaded and threatened war with Our neighbours unexpectedly changed into a wished

for and acceptable peace, with an especial increase of a flourishing trade, fruitful and blessed harvests and continual health; which favors and other additional special benefits and blessings from God, enjoyed by us with insufficient attention but rather ungratefully abused, hath righteously moved our God, for our regard, to turn the face of His favor against us —afflicting and righteously chastising us at the close of the last year— though not punishing—by a sudden and unexpected attack from the Indian Barbarous Natives of this country, through whose cruel and murderous hands many Inhabitants of this Province were savagely murdered and stripped of property and life; many Bouweries, plantations and houses burnt, and the public good so retarded that we may justly cry aloud with the complaining Prophet—*Ah! how hath the Lord covered us with a cloud in his anger, and cast down from Heaven to the Earth the beauty of the land; the Lord hath swallowed up all our habitations and hath not pitied; He hath thrown down our strongholds in his wrath; He hath drawn back His right hand when the Enemy came; He burned like a flaming fire which devoureth us round about*, who are left like a tent in a garden of trouble as a warning that we shall all fare alike unless we turn from our Ingratitude and heinous Sins; We who have been left being not less sinners than those other Inhabitants of this Province on whom we have seen fall, not the tower of Siloa but God's anger out of Heaven still hanging above our heads for want of attention and true penance. To deprecate this from the all beneficent God, and to draw down, in place of God's righteous punishment, His merciful favors and benefits, the Director General and Council of New Netherland have, therefore, deemed it highly necessary, to order a day of General Fast and Prayer to be holden on the First Wednesday of the Month of March, being the First day of the said Month. We therefore charge all Our subjects to repair, on the day aforesaid, to the Church or where God's Holy Word is usually preached, and there, in the fore and afternoon, after hearing the same, with one accord and low and humble hearts to call on the name of the Lord, to pray and beseech His divine Majesty to cause the floods of His anger and clouds of his indignation which began to pour down on us, to cease and to change into streams of His antient favor and Mercies, turning away from us and all our good Inhabitants, all destroying War, or if His Majesty, for His Name's Glory, for the further spread

of His Gospel, and security of this Province and its Inhabitants, may otherwise direct, that the all good God would then please to bless in such wise the feeble power and means, to endow the Director General and Council together with all inferior officers, people and subjects with Wisdom, understanding and valour, to the end that the good Inhabitants brought hither by his hand and outstretched arm, and up to the present hour protected against the Might and cruelty of barbarous men, may remain henceforth sheltered and protected under His wings, and that such means may, for that purpose, be practised and devised, as His Majesty to the greater Glory of His Name may deign to bless. Also to pray God, the Lord for a continuance of health, and prosperity in trade and agriculture, but principally for a righteous and thankful use of His blessings and benefits. The which the better to observe and practise with greater unanimity, We interdict and forbid, on the aforesaid day of Fasting and Prayer, during Divine Service, all labor, Tennis playing, Ball playing, Hunting, Fishing, Travelling, Ploughing, Sowing, Mowing, and other unlawful games as Gambling and Drunkenness, on pain of arbitrary correction and punishment already enacted against the same. To which end we request and solicit all servants of God's Holy Word here in this Government, to form their sermons and prayers. Thus done and concluded in Our Assembly in Fort Amsterdam in New Netherland 27th January 1656. Whereunto declaring ourselves we shall commit your Honors to God's care and protection and remain

Honourable, Beloved, Your Honors' Good friends

The Director General and Council of New Netherland,

P. Stuyvesant

By order of the Director General and Council of New Netherland,

C. v. Ruyven, Secretary.

Inasmuch as Adriaen Keyser has deposited at the Secretary's office in fulfillment of the judgment in favor of David Frere, certain beavers and zeewan, the aforesaid Sieurs Pieter Corn: Vander Veen and Pieter Jacobsen Buys are requested to examine the said payment and decide, whether the same be sufficient and valid, in which case David Frere shall be satisfied therewith: And if not good, Adriaen Keyser shall immediately in their presence replace it; but if he does not do so, the Bailiff is hereby empowered and authorized to sell, at publick auction, the goods at David

Frere's house, belonging to A: Keyser; after deducting costs, to satisfy the Pltf's and pay the surplus to A: Keyser. Done this 24. Feb. 1656 in Court.

Copy. Friday, 25th Feb: Anno 1656.

This day the survey of the streets of this City was resumed, as heretofore, in the Assembly of the Director General and Council of New Netherland. They had been laid out and set off on the map with palisades. On the question being put, the Director General and Council by plurality of votes have resolved and concluded to confirm, for now and henceforward the aforesaid survey without changing the same. Therefore, the advancement of the same was referred to the Burgomasters of this City, who are hereby authorized first and foremost to affix notice and determine that all and every one by a certain time (the sooner the better), who may be abridged or injured by the aforesaid survey, shall within the stated time, inform the Burgomasters to what extent they consider themselves damaged and to agree for the advantage of the City on the lowest price, and in case they cannot agree with parties, to refer the matter to two or three honest persons understanding the business, and not interested in the survey; which done, the Burgomasters shall calculate the aforesaid lots according to the returned quota, civilly appraise and distribute them amongst those prepared to build. But those interested shall be preferred and are to build on their own lots themselves, according to the survey, if they have an opportunity, and remain in the meantime possessors and owners of their gardens and lots (falling without the line of the streets) until they are paid therefor according to valuation; and in case of the vacant lots falling short at the distribution, others shall be demanded; it being left to the Burgomasters to advise which street and lots shall be first built on, only that according to ancient usage the deeds required therefor shall be petitioned for and obtained from the Director General and Council. Thus done, resumed and decided at the Assembly of the Honble Director General and Supreme Councillors of New Netherland, held in Fort Amsterdam the 25th Feb. 1656. Was subscribed

P. Stuyvesant.

Under stood, By order of the Honble Director General
and Councillors of N. Netherland.
C. v. Ruyven, Sec'y.

Whereas the Honble Director General and Council have been pleased to refer to the Burgomasters of this City the laying out the lots, which are this year surveyed within this City, and their Honors have resolved the said survey shall be followed; the Burgomasters aforesaid make known hereby to all the inhabitants of the aforesaid City of Amsterdam, if any one considers he has any interest therein, touching their gardens or lots, that they shall, within the period of eight days after the publication and affixing hereof, communicate such interest at the Secretary's office of this City, so that the Burgomasters may estimate each person's interest according to circumstances, and the same being done every one who intends to build, is to be granted lots according to regulations to be then fixed thereon. Thus done and published from the City Hall of this City of Amsterdam in N. Netherland. Done this 26th Feby. 1656.

The Burgomasters of this City of Amsterdm in New Netherland find that many in this City take little care of fire and chimney cleaning, whereby fire in many instances has been caused and hereafter more danger of fire is incurred, especially as the greater part of the houses are built of wood, some covered with reed, with wooden and clapboarded chimnies, which is very dangerous—To prevent which as much as possible, we have with the approbation of the Honble Director General and Council of New Netherland appointed as Fire Inspectors Hendrick Hendricksen Kip, Govert Loockermans and Christian Barentsen who are hereby authorized, pursuant to the placards of the Director General and Council heretofore published, to visit when it pleases them all the houses and chimnies within the jurisdiction of this City, and to make such orders for the prevention of fire therein and cause the same to be executed, as they shall find necessary, according to the placards aforesaid and customs of our Fatherland. Thus done and enacted in the Court at the City Hall of this City and published this 26th Feb. 1656. at Amsterdam in New Netherland.

Copy.

Extract from the Register of Resolutions of the Honble Director General and Councillors of New Netherland, passed in their Assembly, on Friday, 25th Febr 1656.

The Burgomasters of this City have remonstrated to the Assembly, that the labour and trouble, which they daily incur and experience in

their aforesaid quality, is increasing and augmenting, so much that it is very difficult for them to attend to the office of Guardians of Orphans, (which they hitherto have filled) in such a manner as they wish. They, therefore, request that two honest and notable persons may be appointed and authorized, whose duty it shall solely be, to attend to orphans and minor children, within the jurisdiction of this City, and to administer to their property within and without this City to the best of their judgment, or to cause the same to be administered and care and attention to be taken thereof.* To which end they nominate four persons, and request the Director General and Council to elect from the same two as Guardians of orphans, which being taken into consideration the Director General and Council have elected and confirmed out of those named, as they hereby confirm Paulus Leenderts van die Grift and Pieter Wolferts. van Couwenhoven. Done, Fortress Amsterdam in New Netherland. As above. Under Stood—

Agrees with the aforesaid Register
(Signed) C. v. Ruyven Secrety.

Copy.

Extract from the Register of Resolutions of the Hon^ble^ Director General and Councillors of New Netherland, passed in their Assembly, on Friday, 25^th^ Feb. 1656.

On the proposition and request made by the Court of Burgomasters of this City, that a proper person may be commissioned and appointed as Broker to the Merchants, which being taken into consideration, the Director General and Council therefore, having attended to the reports and information communicated of the fitness of the person of Jan Peecq as speaking the Dutch and English languages, have the same accepted, commissioned and appointed as one, who shall have to fulfill the duties of said office in all faithfulness and diligence on the order and instruction of the Burgomasters of this City to be given to him. Thus done in our Assembly held in Fort Amsterdam in New Netherland. This as above.

Under Stood; Agrees with the aforesaid Resolution.
Signed, C. V. Ruyven, Secretary.

To the Hon^ble^ Burgomasters of the City Amsterdam.

Jan Peeck, Burgher and inhabitant, here, respectfully makes known,

* For the law regulating Orphan Courts see Rooseboom, Recueil, chaps. 28 and 58.

that the Dutch and English merchants have frequently requested him in the matter of their business to act as Broker for them, which he could not permit himself to do without the previous consent of your Honors. And whereas he, the petitioner, is burthened with a wife and nine children and the merchants in general would willingly help him to support his family, he, therefore, very respectfully requests, that your Honors would be pleased to allow him such commission, instruction and salary, either according to the laudable custom of Amsterdam, or as it otherwise shall be deemed advisable. Remaining your Honors' obedient servant,

Jan Peeck.

Endorsement.

Having received the approval of the petitioner's request by the Hon^ble^ Director General and Council, his petition is granted; and in the exercise of his office, he shall, as far as possible, and the circumstances of the country permit, regulate himself by the laudable custom of our Fatherland's City of Amsterdam, in force in the matter of brokerage, and enjoy for his salary one and a half stiver for every pound Flemish, Holland currency, which shall be paid, half each, by the buyer and seller. Thus done until further order and arrangement of affairs. Done, this 26^th^ Feby. 1656 at Amsterdam in New Netherland.

By order of the Burgomasters of the City
of Amsterdam in N. Netherland,
Jacob Kip, Secretary.

Monday, 28^th^ Feby 1656. In the City Hall. Present the Worshipfl. Heeren Cornelis van Tienhoven, Oloff Stevensen, Allard Anthony, Johannes Verbrugge, Jacob Strycker, Jan Vinje, Willem Beeckman, and Hendrick Kip.

Marretie Jans, pltf. v/s Maghteltie, wife of Dom^e^ Megapolensis, deft. Pltf. says that deft. sent for her to give her some money, which she had earned from her, and that she then told her, at her house, that she stole and took 1½ beaver and some lace from her premises. Requests of the Court, that deft. shall prove the same, or grant her an acte contradicting the same, so that she may remain uncensured, like an honest girl, who must earn her livelihood, etc. Cornelis van Ruyven as attorney for deft. his mother [in law], denies that mother had so spoken

to her, but that the Negress, Palasse, had so spoken of her in presence of deft. Requests that pltf. shall prove, that she had lost her character, or otherwise acknowledge that she has lied. The Court orders, that deft. shall be granted copy of the demand.

Jacobus Backer, pltf. v/s Catrina d' Silla, deft. Deft. appeared in Court with the Heer Silla and as pltf. is absent, only default was decreed.

Warnaer Wessels (in quality as Farmer of Excise of Wine and Beer) pltf. v/s David Frere, a Jew, deft. Pltf. entering his demand in writing, deft. requests copy thereof to answer thereunto at the next Court day. Which request of deft. is consented to.

Jacob Cohin, pltf. v/s Pieter Monfoort, deft. Pltf. says, that he has hired a certain canoe about 2 @ 3 months ago to one Pieter Jansen; the said canoe was taken away and he found it with deft. and arrested it here. Requests, that the arrest be declared valid and deft. condemned to allow him to retain the canoe. Deft. denies, that it is pltf's canoe, saying that after the truce with the Indians he bought said canoe from them and paid for it. Requests that witnesses may he heard thereupon. Jan Marten and Pieter Jansen appeared in Court and declare that deft. Pieter Monfoort purchased the said canoe which pltf. had here seized, from the Indians in their presence, just after the truce with the savages, in the last of October and that the same has been always since that time used by Pieter Monfoort; but refuse to confirm the same by oath. Therefore the Court orders pltf., Jacob Cohin, to prove by next Court day, that it is his canoe. In the meantime the arrest on the canoe is declared valid.

Andries Vander Sluys, pltf. v/s Jacob Eldertsen, deft. Deft's 2nd default. Pltf. making a claim for rent is ordered to issue another summons.

Paulus Schrick, pltf. v/s Sara Joris, deft. Pltf. demands payment of a note fl. 84.5. signed by her deceased husband in April 1651. Deft. says, she knows nothing of the debt inasmuch as pltf. has not spoken to her for a long time; also that it was not counted in the settlement of the deceased's estate. Requesting delay for the payment until next harvest. Pltf. says on account of this inconvenience, that he is content with that. Therefore the Court condemns deft. then to pay pltf. or his order.

Jacob Steendam, pltf. v/s Solomon La Scheer, deft. Deft's 2d default. Pltf. demands payment of a quarter's rent, being about 39 gl.,

which deft. refuses to fulfill. The Court decrees, on the 2d default, that deft. shall deposit with the Secretary the demanded sum.

Michel Paulusen, pltf. v/s Arent Callebuys, deft. Pltf's wife appearing in Court and prosecuting the arrest, served on Jacob Haey, demands of deft. payment of fl. 33. balance of a/c for board and incurred expenses. Deft. acknowledges to owe only fl. 22. Offers to pay pltf. the balance as proved or declared to be fairly belonging to her. Pltf. undertakes to prove the same. Parties being heard, the Court orders pltf. to lift the fl. 22., which the deft. acknowledges to owe, and that the remainder of the money shall remain arrested until the next Court day, when pltf. shall prove, or swear to her claim.

Tryntie van Hengelen, pltf. v/s Jannetie Melyns, deft. Pltf. demands, that deft. shall account to and settle with her for what belongs to her. Cornelia Schellinger, as security and attorney for deft., her mother, answers that the mother has not the acc: here, but at the North. Requests delay until her return, being shortly. The Court grants deft. her request.

Maria Geraerdy, pltf. v/s Harmen Douwessen, deft. Pltf. demands payment of fl. 53. Deft. acknowledges the debt. Offers to pay. Was, therefore, condemned to pay the pltf.

Nicolaes Barnar, pltf. v/s Jan Martyn, deft. Both in default.

Jacob Schellinger, pltf. v/s Annetie Smith, deft. Pltf's wife appears in Court demanding payment of a balance of fl. 68. Deft. pleads offset, which is at her farm. Requests time to the next Court day. Promises to pay what is due to pltf. The Court grants deft., according to her request, time until the next Court day to produce her a/c, on pain of being deprived of her right.

Jacob Schellinger, pltf. v/s Tryntie Heymans, deft. Deft. in default.

Jacob Schellinger, pltf. v/s Tryntie van Hengelen, deft. Pltf's wife appeared; requests, as on the last Court day, payment of fl. 22. Deft. answers as before: denies having received any goods from the deceased and demands proof. Pltf. says, on the other hand, she has no proof. The Court continues the order aforementioned, that pltf. shall prove, deft. has assumed to be heir of, or received any goods from the deceased.

Master * Jacob Vervanger, pltf. v/s Fop Jansen Outhout, deft. In case of arrest. Deft. in default. Pltf. appears in Court giving in writing reasons of the imposed arrest, and requests, that the Court will be pleased to declare the arrest good, being for payment of fl. 144 in Holland. Whereon was endorsed—Fop Jansen being hereupon summoned to the Court of Burgomasters and Schepens is in default. Therefore the arrest is declared valid, and pltf. ordered to summon the abovenamed Fop thereon for the next Court day, and if he continue in default, pltf. is authorized to imprison deft.

Cornelia Schellinger, pltf. v/s Adriaen Keyser, deft. Pltf. demands, as on 17th of last January, payment of fl. 30. 2. Deft. acknowledges the debt as before. And whereas the deft. remains in default, on the order of 17 Jan'y aforesaid, to shew, that Jannetie Melyn had accepted to meet the abovementioned fl. 30. 2. the Court condemns deft. Adriaen Keyser to pay pltf. within 8 days.

Pieter Cornelissen Clyn, pltf. v/s Egbert van Borsum, deft. Deft. in default.

Adriaen Keyser, pltf. v/s Jacob Haey, deft. Deft. in default.

Ide Cornelissen, pltf. v/s Frans Jansen van Hoochten, deft. Pltf. in default. Jan Evertsen Bout, appeared for pltf. rendering demand. Deft. excepts. Says he now has nothing to do with Jan Evertsen. Default was therefore granted.

Albert Trumpetter, pltf. v/s Lubbert van Dincklage, deft. Pltf's wife appeared in Court demanding payment of fl. 60.4 for incurred expenses, according to her notice. Jan Willemsen Iselstyn, as attorney for deft. Lubbert van Dinclagen, offers to pay the pltf. if she verify her claim on oath. Pltf. being thereon heard, offers to declare on oath, that the aforesaid fl. 60. 4. honestly belongs to her. Therefore the Court condemns the deft. or Jan van Leyden as his attorney, to pay the abovementioned fl. 60. 4 and that within 8 days.

Jan Willemsen Iselstyn as attorney of Lubbert van Dincklagen, pltf. v/s Harmen Douwesen, deft. Relative to certain sheep with the increase thereof, together with 31 lbs. twisted tobacco @ 6 stiv. per lb. And whereas the Court wish to have further light on the case, before they dispose thereof, it is ordered that Jan van Leyden shall appear with his principal by the next Court day.

* Title given to surgeons.

Skipper Symon Claessen, pltf. v/s Thomas Hall, deft. Pltf. rendering his demand in writing, being for payment of fl. 448. 8 with costs, damages and interest thereon according to vouchers exhibited. Deft. acknowledges the debt, says that only fl. 150 are in dispute, which Johannes van Twiller has accepted to pay the skipper. The Court orders, that copy of the written demand be granted to deft. to answer thereunto in writing by the next Court day.

The case in dispute between Pieter Jansen and Huybert Jansen Stoeck relative to rent, and the writings and proofs produced by parties being examined, the Court have ordered parties to bring in their accounts and claims in writing, on both sides, by the next Court day, when disposition shall be made thereof.

Maria Verleth and Cornelis Schut appeared in Court each rendering in writing their request relative to the matter in dispute between them, whereon was endorsed—Ordered by the Court, that parties shall mutually receive copies of each others papers, to make use of the same at the next Court day.

Anthony Jansen and Jacob Teunissen appeared in Court relative to the difference, pursuant to order of last Court day; and whereas Antony Jansen has not exhibited sufficient proof, according to his last offer, it is ordered as follows:—The Court of the City of Amsterdam in N. Neth^{d} orders, that Anthony Jansen shall prove by contract or witnesses, that he hired Jacob Teunissen, according to his statement, for one year for the sum of fl. 150, 2 prs shoes and free washing.

To the Hon^{ble} Director General and Council of New Netherland residing in Fort Amsterdam.

The Burgomasters of this City of Amsterdam respectfully represent, that the Church requires some necessary repairs; and whereas some Churchwardens have either left or died, therefore the Hon^{ble} Director General is requested in his capacity, to attend to the said Church; in order, then, to relieve the Hon^{ble} Director General of the trouble, and to forward the repairs of the Church, the Burgomasters respectfully request, that your Honors would be pleased to appoint Churchwardens.

Endorsement.

The Heer Nicasius d' Silla and Govert Loockermans are elected for

this year Churchwardens, to enter on first March of this year. Dated xii Feb. 1656. Amsterdam in N. Netherl^d. Was subscribed

P. Stuyvesant.

By order of the Hon^ble Director and General and Supreme Council of N. Netherland,

Signed C. v. Ruyven, Secretary.

To the Hon^ble Director General and Councillors of N. Netherland.

The Burgomasters of this City of Amsterdam in New Netherland represent, with all due respect, how our nation has daily witnessed with deep regret and reproach the insolence which the Indians commit within this City by getting drunk etc., which cannot be prevented unless you imitate the custom of our neighbours of N. England and Virginia, who at divers times (as we here on the 15^th of last Septemb^r) have experienced great massacres under the guise of friendship, permitting them to come as friends into their houses and villages, whereby hundreds have been killed unawares and without cause, by the Barbarians.

We request respectfully, for the public welfare and better security of this City, that your Honors would be pleased to renew the Placard made against the drunkenness of the savages, as well as to cause it to be executed against those, who sell brandy here to the Indians. Also that you may enact that, henceforth, no Indians shall come into this City to sell their goods except at one place to be designated by you, unless they be Ambassadors from Chiefs; also that no burghers or outside people shall receive them in their houses or lodge them at night on severe penalty to be enacted by you, which being done, we trust that these treacherous and faithless heathens (who in the most profound season of peace have unexpectedly inflicted the greatest injuries on us and our neighbours, by murders and robbery) may be frustrated in any designs they may practise as heretofore, and in case the ordinary indulgence fail them, our nation shall dwell in more security, provided always good guard be kept especially on Sundays during Divine Service. Requesting that your Honors take this into consideration and grant us an answer on the margin hereof.

Was subscribed by the Burgomasters

Oloff Stevensen,

Allard Antony.

Done this 3^d March 1656. at Amsterdam in N: Netherland.

Endorsement on the accompanying Petition.

Extract from the Register of Resolutions of the Honble Director General and Council of New Netherland adopted in their Assembly on Friday, 3d March 1656.

The accompanying petition of the Burgomasters of this City being considered, the Director General and Council find it to consist, in substance, of three seperate propositions.

The first relates to the renewal of the placard regarding the drunkenness of the Indians and those here, who sell them brandy. The Director and Council resolve, that the same shall be renewed, and the Burgomasters are hereby authorized to summon some of the principal Burghers either before themselves as Burgomasters or before their Bench of Justice, and explain to them the danger, which must accrue from the sale of brandy, and how necessary it is to prevent the same; which the better to perform, they are to bind and oblige such Burghers on oath to assist in discovering this bad practice, and if they perceive any such thing, to inform thereof without any distinction of persons.

The second point has reference to the tarrying of Indians during the night, within the walls of this City; which inasmuch as it concerns principally the Burghery and further evil may arise therefrom, the Burgomasters and Schepens are authorized to prepare some placards and ordinances thereupon, and to publish the same on being communicated, according to their instructions, to the Director General and Council. On this subject the Burgomasters are particularly recommended to set off and enclose this City with palisades in the form as it was begun by them and by us. Which done, the good Burghers will be out of danger, and better able to exclude the wild barbarians and bring them to subjection.

The third relates to the maintaining of some watch during Divine Service. Director General and Council authorize the Burgomasters, on consultation with the Burgher Captains, to cause a corporal's guard, on half the Sunday, to patrol and keep watch during Divine Service. Meanwhile the Director and Council shall protect, with their soldiers the Burghery, who come to Church. Done in Our Assembly held in Fort Amsterdam in N. Netherland, as above.

Under Stood, Agrees with the aforesaid Register,

C. V. Ruyven, Secretary.

Monday, 6th March, 1656. In the City Hall. Present the W: Heeren Cornelis van Tienhoven, Oloff Stevensen, Allard Anthony, Jacob Strycker, Jan Vinje, Willm Beeckman, and Hendrick Kip.

Cornelis van Tienhoven, in quality of Schout of this City, pltf. v/s Rendel Huwit, deft. Deft's wife appears in Court, as her husband is absent. Pltf. says, that deft. has tapped and has had fellows in her house, after bell ring. Requests that she be condemned according to the Placard in the fine therein enacted, and be deprived of her business. Deft. says, she was ignorant of such order, and has obeyed it since she was warned by the officer's deputies. And whereas pltf. has not the aforesaid placard here with him, it was ordered that he shall produce it on the next Court day.

Cornelis van Tienhoven, in quality of Schout of this City, pltf. v/s Hans Styn, deft. Pltf. says that deft. has tapped on Sunday during Divine Service, and that the people had been fighting in his house, and wounded each other as appears by the blood which was found there. Requests that his business shall be stopped, and he be condemned in the fine enacted in the Placard. Deft. acknowledges to have tapped on Sunday, but for none except strangers, who come to eat their usual Sunday meal without having been drunk, or having, to his knowledge, been fighting, or wounded each other. The Court orders, that the officer shall exhibit at the next meeting the ordinance hereunto enacted, when disposition shall be made of this case. Meanwhile deft. is to pursue his business.

Same pltf. v/s Soloman Lascheer, deft. In the case of deft. tapping after the evening bell. Deft. acknowledges, that there were people, but shews by divers declarations that he would not tap for any person after bell ring. Therefore the pltf's demand is dismissed.

Jacob Steendam, pltf. v/s Solomon La Scheer, deft. Pltf. demands payment of a quarters rent. Deft. acknowledges to have lived one quarter in pltf's house, but says it was not delivered tight nor in good order. Insists, therefore that he does not owe full rent. Parties being heard, the Court has referred the matter in dispute between them to two arbitrators, to wit—Hendrick Willemsen, baker, and Tomas Lambertsen, who are hereby authorized if possible to reconcile the parties or to report in writing to the Court.

Jacobus Backer, pltf. v/s Catrina de Silla, deft. Pltf. rendering his demand in a written memorial, being for difference of 27 beavers, which are either good or bad. Deft. answers in writing. Therefore the Court orders, that copies shall be mutually rendered to parties, to answer at the next Court day and to exhibit on either side proper proof.

Maria Verleth, pltf. v/s Joost van Beeck, deft. Pltf. says, that Secretary C. v. Ruyven sold by publick auction two negresses for the sum of fl. 305 each, which belonged to her dec^{d} husband and complains that deft., Joost van Beeck, has taken to himself the payment received for one of the wenches in tobacco and forbade the Secretary to pay pltf. for the other. Requesting, that deft. shall explain, why he did so or that he shall be condemned to restore to her the payment, which he received for the negress belonging to her, with costs. Deft. answering, acknowledges, to have received three hogsheads of tobacco for the negress of Joh. van Beeck dec^{d} which tobacco, marked N^{os} 18. 19. 20., he loaded in the ship *New Amsterdam* and consigned to his father Van Beeck, saying that he has not yet been paid for the expenses of the burial of Johannes van Beeck, nor had any satisfaction for the first cargoes, for which pltf. is at law with Corn^{s} Schut. Maintaining he is not bound to restore the tobacco, before he is indemnified. Parties being heard, the Court condemns deft. Joost van Beeck to restore to pltf. free of cost or charge, the said tobacco, inasmuch as he appropriated it to himself, without pltf's knowledge or the approbation of the Court, the tobacco arising from the sale of the negress belonging particularly to Johann van Beeck, dec^{d}

Allard Anthony retires from Court.

Joost van Beeck, pltf. v/s Nicolaes Boot, deft. Pltf. demands, as before, payment of fl. 230. for a negress purchased at public vendue. Deft. maintains, he is not bound to pay, as the negress was sold as sound and she was sick and died the same day as proved by declaration, to wit of Mr. Scharburgh, Mr. Jacob Huges and Teunis Kraey. The case was postponed by the Court to the next Court day.

The Hon^{ble} Cornelis van Tienhoven exhibits in Court of Burgomasters and Schepens a petition, presented by certain housekeepers, to the Hon^{ble} Director General and First Councillor d'Silla, wherein they accuse the government, which was left in authority here in Amsterdam on the departure of the Honble Direct^{r} General for the South River, with

the last disaster and Indian Massacre—and the endorsement thereupon together with the petition presented to the General and the Councillor d'Silla by the Heer La Montagne and him Tienhoven on the same subject, and the endorsement annexed, wherein the petitioners were allowed to take informations for the elucidation of the matter. Requesting, therefore, the Court, that their Honors would be pleased to appoint one or two persons from their College as commissioners to hear and examine the witnesses, who shall be brought before them for this purpose. The Hon^ble^ Burgomaster Oloff Stevensen and Schepen Johannes Pt^r^ Verbrugge were thereunto commissioned by plurality of votes. Done in Court at the City Hall this 6^th^ March 1656.

The Hon^ble^ Tienhoven departs.

Master Jacob Hendrick Varrevanger, pltf. v/s Fop Jansen Outhout, deft. Pltf. requests that deft. shall, pursuant to former demand and appointment, be condemned to satisfy him. Deft. appears in Court; acknowledges the debt; promises to pay the pltf. within 12 days and in the meantime to remain under arrest, with which he pltf. expresses himself content. Therefore the Court, in accordance with preceding endorsement, declares the arrest valid and condemns deft. pursuant to his acknowledgment and offer.

Warnaer Wessels, pltf. v/s David Frere, deft. Pltf. persists in his former demand. Deft. answers, pursuant to the order of last Court day, in writing. Pltf. requests copy of the same which was granted him.

Pieter Jacob Buys, pltf. v/s Abraham La Nooy, deft. Pltf. says he has a power of attorney against deft., demanding by virtue thereof payment of fl. 2270. 5 cash in Holland. Deft. requests copy of the demand in order to answer the same in writing. The Court grants deft's request.

Abram La Nooy, pltf. v/s Pieter Jacobsen Buys, deft.,requests, that deft. be heard on certain interrogatories. Deft. answers on the proposed interrogatories as appears by the Minute.

Jacob Teunissen, pltf. v/s Anthony Jansen, deft. Pltf. persists in his demand made in the first instance and requests despatch in the case; that deft. shall prove by contract, that he hired him pltf., as he asserted, for a year, or to leave him unmolested and release his goods, which he has attached. Deft. Anthony Jansen produces the previous declaration. It appears therein, that pltf. said he was hired to deft., without ex-

hibiting contract, or witnesses who had been present at the agreement, as per order of last Court day. Therefore deft. Anthony Jansen was again ordered to prove by contract or witnesses that he hired Jacob Teunissen for one year and that for fl. 150 and two pair of shoes; whereunto time was allowed him to the next Court day, on pain if he fail that he shall be deprived of his claim.

Skipper Symon Claessen pltf. v/s Thomas Hall, deft. Deft. in default.

Adriaen Dircksen Coen, pltf. v/s Adriaen Keyser, deft. Pltf. demands payment of fl. 219. 10. for his portion of the copartnership of Blauvelt in the captured prize "*Tobasco*" sold here; according to judgment of the Hon^ble^ Director General and Council. Deft. says, that the Hon^ble^ Tienhoven has accepted to pay fl. 166. in deduction of the demanded sum, and promises to satisfy for the remainder in the afternoon. Pltf. says, he is content with the Hon^ble^ Tienhoven, should he accept, and if he receive the balance from deft. The Court condemned deft. to pay pltf. according to promise.

Fop Jansen Outhout, pltf. v/s Jacob Schellinger, deft. Pltf. says that he gave deft. last year certain lace to the amount of fl. 23. belonging to one Sieur Josias Tulkes of Amsterdam—that he delivered the same to deft. And whereas Govert Loockermans now has power of att'y and demands the money of him, requests that he may be discharged. Deft. admits according to his declaration given in, that he has received the lace from pltf., but says that the same was burnt with all his property in the last trouble with the Indians. Whereas deft. acknowledges to have received the lace in question from pltf., the latter was discharged from any claim which Govert Loockermans may make on him regarding it.

Fop Jansen, pltf. v/s The Clerk of the ship *the Balance*, deft. Deft. in default.

Jacob Schellinger, pltf. v/s Annetie Smits, deft. Deft. in default.

Stoffel Elsers, pltf. v/s Tomas Riet, deft. In case of arrest. Pltf. says that he sold to deft. (before his, pltf's, departure for Virginia) as many planks, as he had lying at Henry Nuton's at Mespadt receivable there. Requests payment of the same @ 25 stiv a piece, about fl. 77. Deft. acknowledges the purchase aforesaid, but says that Henry Nuton refused to deliver him the planks—Maintains, therefore, inasmuch as he

has not received, he is not indebted. Pltf. replying says, that deft. gave away and appropriated some of the planks. Deft. denies the same. Therefore pltf. is ordered to prove, that deft. removed the planks. Meanwhile arrest was removed.

Claes Jansen, pltf. v/s Aryan Sips, deft. Deft's 1st default. Pltf. appearing in Court sues for the arrest placed on the monies in the hands of Jan Hendrick, and requests that the same be declared valid. The Court declares (by virtue of the contumacy) the arrest valid.

Jan Cornelis Clyn, pltf. v/s Egbert van Borsum, deft. For payment of 11 beavers being wages earned at deft's house and difference of account. Burgomasters and Schepens refer parties to two arbitrators, namely Jacob Steendam and Christian Barentsen, to settle their accounts; if possible to make them agree, or to report to the Board.

Lubbert van Dinclage, pltf. v/s Harmen Douwesen, deft. Pltf. says, that he delivered to deft., Anno 1648. 2 sheep and 1 ewe on halves, and to the present time received nothing therefrom. He requests delivery of capital with the increase thereof, together with payment of 31 lbs. of roll tobacco delivered to deft., which cost 12½ stivers the lb. Deft. answers, that he sold in Oct. 1651. to Govet Loockermans 7 head of sheep and wethers @ 19 gl. each, which were bred and remained from the 2 sheep and one ewe received from pltf., and from the two sheep, which they added, without any more increase or gain having come therefrom, and exhibits by letter from Govert Loockermans, that he has given half the money to him Dinclagen. Regarding the 31 lbs. of tobacco he acknowledges to have received the same. Offers to restore it. Parties being heard, the Court condemns Harmen Douwesen, the deft., to render unto Dincklagen account and proof of what is come of the increase of the sheep, and where the same, with the proceeds, has remained; and to satisfy the pltf. for the tobacco.

Jacob van Couwenhoven, pltf. v/s Teunis Kraey, deft. Pltf. demands payment of fl. 701. 18. 8 balance of a/c according to extract from his book. Deft. denies the debt, as pltf. would never account with him, but always with his wife. Requests that pltf. shall shew handwriting. Whereas no handwriting appears, the Burgomasters and Schepens refer parties to two arbitrators, Paulus Schrick and Pieter Schabank to settle their accts before them, and if possible to come to

an agreement, or otherwise to deliver their opinion in writing to the College.

Jacob van Couwenhoven appearing in Court: requests, as brewer, that the Court should stamp the beer barrels. Answered, that such should be done immediately.

Jan Evertsen Bout, pltf. v/s Frans Jansen van Hoochten, deft. Deft's 1st default.

Sara Schepmoes, pltf. v/s Adriaen Keyser, deft. Pltf. demands payment of fl. 60. Deft. acknowledges the debt; says he gave an assignment on D. van Schelluyne for fl. 40, who promised by signature to meet the same. Offers to pay the remaining fl. 20. to pltf. immediately. Therefore, pltf. is ordered to accept for payment, the assignment on Schelluyne for fl. 40. and deft. is condemned to pay pltf. without delay the remaining fl. 20.

Adriaen Keyser, pltf. v/s Jacob Haey, deft. Relative to difference of a/c as before. Deft. Jacob Hey requests that the Honble Cornelis Tienhoven shall prove the entry placed to his a/c, when he is ready to pay. Therefore the Honble C. v. Tienhoven is ordered to give, at the next Court day, pursuant to the decision of arbitrators, explanation of the difference between Jacob Hey and Keyser, relative to the article given up by him as per list.

Arent Calebuys, pltf. v/s Marretie Joris, deft. Pltf. says, that deft. lifted certain fl. 33, contrary to the order of the Court, which he had arrested. Requests that she shall prove that it belongs to her. Deft. denies the same; exhibiting specification of a/c against fl. 11. in dispute; declares, under offer of oath, that the remaining fl. 11. are lawfully due her; requests to be allowed to lift the arrested fl. 33.

Nicolaes Barnae, pltf. v/s Adriaen Vincent, deft. Pltf. requests, that deft. A: Vincent, be condemned to pay him for 15 days that he had been to the North to look for Jacus La Motte @ fl. 2½ per day, and fl. 17 incurred expenses, as he remained bail therefor having La Mottes goods, which came from Holland, in his possession. Deft. Adr Vincent says, he is ready to pay pltf. on condition, that he do so by order of the Court, so as to have his recourse against La Motte's goods. Therefore the Court condemns deft. to pay pltf. his demand aforesaid, on condition of holding his guarantee against the goods which he has in his hands belonging to La Motte.

The case in question between Pieter Jansen and Huybert Jansen Stock being considered, and parties demanding expedition, either by arbitration or judgment, the Court refers them to David Provoost and Joost Teunisz. van Noorden to settle the difference if possible or to report in writing.

On Saturday, the 10th of March 1656, appeared in the City Hall the Hon^ble^ Oloff Stevensen, appointed Commissioner with Joh. Pt^r^ Verbrugge, to hear witnesses at the request of the Hon^ble^ La Montagne and C. v. Tienhoven. And Whereas Joh: Pt^r^ Verbrugge fails to attend and the witnesses being summoned are ready to be heard, Jacob Strycker and Willem Beekman were invited by the Hon^ble^ Oloff Stevensen as Burgomaster, who appearing remained as Commissioners in the matter of the informations, took and signed the same as appears thereby.

Monday, the 13. March 1656. In the City Hall. Present the W. Hereen, Oloff Stevensen, Allard Anthony, Jacob Strycker, Jan Vinje, Will^m^ Beekman, and Hend'k Kip.

Symon Claessen skipper of the Ship *The Flower of Gelder*, pltf. v/s Tomas Hall, deft. Pltf. persists in his previous demand, copy whereof he delivered to deft. pursuant to order to answer in writing, requesting, therein, that deft. shall be condemned to hand in and pay fl. 448. 8. balance of purchased hops and malt with interest thereon @ 10 per cent. from 17th March 1655 to the actual payment of the same and the freight of the tobacco conveyed to Holland; and that without longer delay here, in good inspected tobacco @ 6 stiv: per lb. according to decision of arbitrators, approved by the deft. under his signature in date 17th March afores^d^ with costs. Deft. answers orally: acknowledges the debt, and that he approved and signed the decision through compromise: Offers to pay the principal. Maintains he owes no interest, as pltf. on his departure last year, left no attorney here, to whom the same could be paid. Parties being heard, the Court condemns deft. Tomas Hall, according to the decision signed by himself, to pay pltf. the aforesaid fl. 448. 8 with interest thereon @ 10 per cent. here in good merchantable tobacco at 6 stivers per lb., within the term of 3 days from date, as well as the freight of the tobacco to Holland, also to pay costs hereby incurred.

Master Hans Kierstede, pltf. v/s Adriaen Keyser, deft. Both in default.

Adriaen Dircksen Coen, pltf. v/s Adriaen Keyser, deft. Deft. in default.

Willem Pamer, pltf. v/s Marretie Joris, deft. Pltf. in default.

Pieter van Couwenhoven, pltf. v/s Marretie Joris, deft. Pltf. demands payment of fl. 443. for beer delivered according to a/c. Deft. acknowledging the debt, requests to offset fl. 234. 9. due according to a/c from pltf's brother Jacob van Couwenhoven. Pltf. replying refuses the offset; says he has nothing to do with it. Parties being heard, the Court condemns deft. to pay pltf. aforesaid fl. 443. without his being obliged to accept any offset, and that within six weeks.

Pieter van Couwenhoven, pltf. v/s Jan Rutgersen, deft. Pltf. demands payment of fl. 79. 4 for delivered beer. Deft. acknowledges the debt and requests to offset what is due him from pltf's brother. Pltf. replies; says he has nothing to do with the offset. Parties being heard, the Court condemns deft. to pay pltf., within 6 weeks from date, the aforesaid fl. 79. 4.

Marretie Joris, pltf. v/s Jacob van Couwenhoven, deft. Pltf. demands payment of fl. 234. 9. according to a/c. Deft. requests, that pltf's husband shall come to a settlement with him. Says he does not refuse her what lawfully belongs to her. Parties being heard, deft. Jacob van Couwenhoven was ordered to settle with Michel Pauluzen within 5 days from date.

Herry Hoskis, pltf. v/s Willem Heycks, deft. Both in default.

Jacob Steendam, pltf. v/s Aryaen Woutersen, deft. Deft. in default.

Joost van Beeck, pltf. v/s Nicolaes Boot, deft. Deft. in default. Papers of parties being examined, it was ordered that M^{r} Scharborgh's declaration, produced by N. Boot, being in English, shall be translated into Dutch by the next Court day, when the matter shall be disposed of.

Jan Van Leyden, pltf. v/s Lysbet Tysen, deft. Deft. in default.

Jan van Leyden, pltf. v/s Allard Anthony, deft. Pltf. requests delivery of a certain obligation, which has been paid, but cannot be got from deft. Deft. says, he has not refused the same. Now claims payment of costs incurred in preceding suit. The Court postpones the case to next Court day.

Claes Jansen, pltf. v/s Aryaen Sipsen, deft. Defts 2^{d} default. Pltf. appears in Court, saying, that he worked two days last harvest with

deft. and cannot, to the present time, receive any money; demands fl. 2½ per day besides costs of summons and loss of time etc. Requests to be allowed to take his debt out of the monies arrested with Jan Hendricsen. The Court condemns deft. in consequence of his contumacy to satisfy pltf. and permits pltf. to take, under bail, the fl. 5. of wages, and to bring on next Court day specification of the costs.

Geertruyt Jacobsen, pltf. v/s Claes Bordingh, deft. Deft's 1st default. Pltf. appears in Court making known her case, being a claim for hire (wages) earned by her son from one Gillis, who is dead, and for whom deft. is Curator or Agent; and whereas deft. is in default, pltf. is ordered to prove her claim.

Jan Rutgersen, pltf. v/s Pieter Jansen, deft. Both in default.

Nicolaes Verleth requests verbally despatch relative to the pearls deposited by Helletie Jansz. Whereon was endorsed:—The Court persists in its last issued orders of the 7th and 21. Feb: ultº

Isaack de Foreest appears in Court, complaining that Dirck van Schelluyne still refuses to fulfill the judgment pronounced against him by the Court. Requests as before, that execution be issued. Endorsement:—The request being found just, the Honble C. v. Tienhoven, as Schout, is hereby ordered by the Court, to execute the judgment obtained by petitioner against D: v. Schelluyne.

Sybout Claessen, appeared in Court exhibiting a petition and Apostille granted by Burgomasters and Schepens relative to the sheetpiling beside the City Hall. Requesting that said order be obeyed, so that further loss be prevented by the high water. Ordered by the Court, that the Court Messenger shall with petitioner see the neighbours; and the City Hall having being finished, will call on them to line the bank with boards according to Order; or in default thereof, such shall be done at their expence.

Jacob Cohen appeared in Court exhibiting a declaration relative to the canoe in dispute with Pieter Montfoort. Whereupon the Court orders, that the evidence shall be collated on the next Court day.

Lourens Jansen appeared in Court relative to the dispute between Antony Jansen van Vaes and his man Jacob Teunissen, affirming his given declaration, and declares also that he had never absolutely discharged his man aforesaid, but that he solely loaned him to Antony

Jansen thro' friendship. And whereas the weather is bad and Antony Jansen cannot well come, he was still granted 8 days according to previous order.

. Catrina d'Silla answers in writing relative to the matter in question against Jacob Backer. Whereon was endorsed—Ordered by the Court, that copy hereof shall be granted to Jacob Backer and that parties on both sides shall produce their vouchers and documents by the next Court day, when the matter shall be disposed of.

On the petition of Hans Styn to settle with the Hon^ble^ Schout, was endorsed—Petitioner's request is laid over for the present.

Cornelis Schudt and Maria Verleth mutually present a petition, whereon was endorsed:—Ordered by the Court, that parties on both sides shall be granted copies of their papers, to use the same on the next Court day, and then to produce all that is material. Meanwhile, the same are ordered to deposit with the Secretary the books, papers and accounts in question on both sides.

Abraham La Nooy answers in writing the demand of Pieter Jacob Buys, whereon was endorsed:—Ordered by the Court, that copy hereof shall be granted to party to answer thereunto at the next Court day.

The petition of the Burghers Court Martial was postponed until the next Court day, as the Hon^ble^ Tienhoven is absent.

Also the petition of Isaack Kip, until the laid-out lots shall be first distributed.

Warnaer Wessels, pltf. v/s Juffrouw Van Hamel, deft. Pltf. says, he had a bill of exchange from deft's husband payable in Holland. And whereas deft. said she doubted, if the Bill would be paid, he requests, that she shall be condemned to deposit in pledge, the fl. 400., which she promised in presence of the Hon^ble^ Burgomasters or that the wines, which were security for the disbursed monies for which the bill was drawn, should remain hypothecated therefor and that the arrest thereon be declared valid. Deft. appeared, with Jacob Steendam and P. Schrick, as attornies for N. van Hamel, in Court, to take the wines out of the hands of the pltf., saying the wines were not left in pledge, and maintains that deft. is not bound to deposit the money, inasmuch as it does not appear, that payment of the bill is refused. Protesting against pltf. for all expenses, damages and interest, which Van Hamel has already suffered or may yet suffer, by the refusal and retention of the wines.

Parties being heard, the Court of the City of Amsterdam by plurality of votes decide, that deft. is not bound to deposit any monies on account of the bill of exchange, or to hypothecate the wines therefor, inasmuch as it does not appear that the bill, on which pltf. founds his claim, has been refused. Therefore the arrest imposed on the wines was declared null and invalid, and the deft. or Van Hamel's attornies, were allowed to keep the same.

Joost van Beeck appeared on this day the 13th of March at the Secretary's office of this City and declared to have appealed from the judgment pronounced by the Court of the aforesaid City in date 6th January last in the case between Maria Verleth as pltf., and him as deft., and that before the Honble Director General and Supreme Council of New Netherland.

Wednesday, 15 March 1656. In the City Hall. Present the W Heeren Oloff Stevensen, Allard Anthony, Jacob Strycker, Jan Vinje, Willem Beekman, and Hendrick Kip.

The Burgomasters communicate to the Court the order granted by the Honble Director General and Council on their petition relative to the Indians presented on the 3d inst. And whereas the Court is not complete, the disposal thereof is postponed until the Bench is full.

Further, the Placard approved by the Director General and Council relative to the drunkenness of the Indians, is published and posted at the City Hall.

The disposition on the petition of the Burgher Court Martial, presented to the Court, is postponed until the Honble Schout is present.

On the proposition made to the Court by some of the Bench, that some order be concluded for preparing the Burghers of this City in keeping open retail stores, inasmuch as Jews and Foreigners are as much encouraged as a Burgher or Citizen, it is Resolved that the same be taken into consideration in full Court.

Whereas, it has frequently happened, that the Bench is not complete, and order has been formerly taken thereupon and fines established, Resolved that the fines due be promptly collected and paid, and from now henceforth shall be discharged precisely every month. Wherefore the Secretary was ordered to draw out a list of the fines, already incurred, to be paid by the next Court day.

On the 15th of March 1656. appeared before the Secretary of this City, Hendrick Hendricx, Drummer, and declared to constitute himself bail for the person of Thomas Swartwout arrested here by A. Keyser, that he shall appear on the next day of the Court of Burgomasters and Schepens to answer to the action, which the said Keyser may have against him, or in default thereof to pay the same as his own debt, under constraint of his persons and goods, none excepted. In witness whereof is this subscribed—Done as above—Signed, Hendrick Hendricksen, Drummer.

Monday 20th March 1656. In the City Hall. Present the W Heeren, Oloff Stevensen, Jacob Strycker, Jan Vinje, Hend'k Kip.

Endorsement on the petition presented in Court by some, whose children and kindred are still captives among the Indians, proposing to raise some means for the release of the prisoners, whether by a general collection or otherwise: The Court decides that the petitioners' request is consistent with justice and it is necessary, that the same be promoted, wherefore the matter shall be communicated this afternoon to the Honble Director General and Council and the same be encouraged in the most speedy manner.

On the request of Mr. Jacob Hend'k Varrevanger is endorsed—Petitioner is permitted, pursuant to previous order and appointment, to duly imprison the person of Fop. Jansen.

Maria Verleth, pltf. v/s Joost van Beeck, deft. Deft's 1st default. Cornelis Schutt delivers into Court pursuant to the order of last Court day a certain blue book and the papers in the case between Maria Verleth and him. And whereas Maria Verleth, being in Court has not ready her documents and all that belongs to the case, the same is postponed to the next Court day, and she was ordered, as before, then to produce every thing.

Jacob Steendam, pltf v/s Aryaen Woutersen, deft. Catalyntie Verbeeck, deft's wife appeared in Court. Pltf. says, he has nothing to do with the woman, requests that the husband, who was summoned, shall appear in person. Complaining, that the woman had also insulted him. Catalyn Verbeeck says in Court, that Steendam is a liar, of which the pltf. makes a note. The Court grants two defaults against deft. as he is here on the spot and orders, that he shall appear in person.

Jacob Schellinger, pltf. v/s Elsie Nuten, deft. Pltf. demands payment of fl. 18. balance according to bill of particulars. Deft. denies the debt, saying, she had no shirts, which stand on the a/c paid, and other things which are in the account she has not had neither were they drawn by her order. Says, that Baxters wife bought and drew the buttons, silk and pasteboard, and that she paid her one beaver for them and that she has no knowledge of the three cans of Spanish wine. Parties being heard, the Court orders deft. to declare [on oath], that she has not drawn the goods in question, nor had given any order for them—otherwise, in case of refusal to satisfy pltf.

Jacob van Couwenhoven, pltf. v/s Andrew Kilvert, deft. Pltf. requests payment of fl. 1350. in tobacco, pursuant to agreement dated 24 Nov. 1655. Requests that the arrest on the Galliot and goods be declared valid. Deft. acknowledges the agreement, exhibiting by acquittance from Jan Geraerdy, his security for the payment, that it was fully performed; maintains that Couwenhoven must look to Jan Geraerdy. Whereas it does not appear, that Jan Geraerdy had authority to receive the payment, the Court declares the arrest valid, until Jan Geraerdy shall give reasons, why he received the payment (which deft. says was made) and granted receipt.

Rogier Kilfort, pltf . v/s Jacob van Couwenhoven, deft. Pltf. complains, that deft. has attached his goods on board the galliot here; requests, that reasons shall be given or the attachment be declared invalid; claims costs, damages and interest. Deft. Jacob van Couwenhoven says, he has nothing to do with any person, except Andrew Kilvert, and has stopped only the galliot and And^{r} Kilvert; requests therefore, that pltf's claim be discharged. The Court decides, whereas deft. Couwenhoven has arrested no other merchant's goods, than Andrew Kilverts galliot and goods alone, pltf. has no claim on that account, but should the same have been arrested, they are discharged.

The Hon^{ble} Tienhoven, present.

Jan Geraerdy, pltf. v/s Andrew Kilfort, deft. In case of arrest. Pltf. demands payment of a balance of twelve thousand pounds of tobacco for sale of the galliot and disbursements. Deft. answering shows receipt of Jan Geraerdy for nine thousand lbs of tobacco. Pltf. replying acknowledges satisfaction for 9000 lbs. in the case; demanding 12000 besides, as

aforesaid. Deft. says he has satisfied pltf. in Virginia; exhibiting discharge of the claim on the galliot. Pltf. denies having been satisfied; says, that some notes only were made over to him, the payment of which he could not obtain. Deft. says he will give security here, should they not be paid, that they shall be satisfied in Virginia. Parties being heard, Jan Geraerdy was ordered to prove, that the notes were only assigned and not received in payment, and that payment was refused; and to hand in the account of his claim by to-morrow when it shall be [examined]. Meanwhile the arrest was declared valid.

Adriaen Blommart, pltf. v/s Pieter Dircksen Waterhout, deft. In case of slander, for which deft. is arrested. Pltf. complains, that deft. has injured him in his honor, good name and character by saying, that said Blommart had caused some anchors, which were marked with an S., to be marked A S in the ship *New Amsterdam*, and requests therein reparation and amends for the slander. Deft. in case of arrest and slander answers, that he might have said so, and thinks that it must have occurred in the ship, when he wiped off the wet A. which was on the bottom; deft. maintains, that the pltf. has unjustly arrested him and requests, that the Court be pleased to free him from the injury, declare the arrest invalid and condemn pltf. for the loss and expense caused hereby. The Court having considered the judgment pronounced by the Director General and Council in this case, finds that Blommart ought to be content, the rather as he, by said judgment, is absolved therefrom and the Fiscaal's demand, moved therein, discharged. The arrest was, therefore declared null, and the skipper discharged therefrom, for reasons aforesaid.

Pietr Dircksen Waterhout, pltf. v/s Adriaen Blommaert, deft. Pltf. demands payment of fl. 178. 12 on a note, besides payment of fl. 60. for passage and board. Deft. acknowledges the note of fl. 178. 12., offers to pay the same forthwith. Denies the debt for passage and board. Parties being heard, the Court condemns deft. Adr Blommart to pay the fl. 178. 12 according to his handwriting, acknowledgment and offer. Regarding the further claim of Pietr Dircksen for board, he was ordered to prove, that Blommart owes for passage and board.

Samuel Scarlet, pltf. v/s Abram La Suna, deft. Pltf. says, he sold deft. a lot of hides @ 6 stiv. the dry, and 3 stiv: the salted hides; and

whereas deft. made difficulties about the wet hides, saying that there was too much salt in them, says that they agreed, the wet hides should be calculated proportionably to the weight of the dry hides and be paid for @ 6 stiv. according to declaration, whereupon he received the same; requests, that deft. shall be condemned to pay him according to the last agreement, the wet hides proportionably to the weight of the dry ones. Deft. says, that he agreed with pltf. @ 6 stiv. for the dry and 3 stiv. for the wet hides, and that afterwards he meant, that the wet hides should be received proportionably to the weight of the dry ones and paid for @ 3 stiv. per lb.; requests, that the wet hides shall be weighed, he adhering to his first agreement. Parties being heard and the witnesses produced by pltf. being examined, the Court condemns deft. Abraham La Sina to pay pltf. for the wet hides according to the weight of the dry ones @ 6 stivers per lb.

Nicolaes Boot, pltf. v/s Lourens Jansen's Wife, deft. In case of arrest. Ptf. demands payment of balance of fl. 28. 15. according to a/c of the year 1653. Deft. acknowledges to owe only fl. 12., says she paid the rest to pltf's wife. But if she must pay for the meat in the a/c in full, she would owe fl. 20. Pltf. denies that payment was made to his wife; demands proof. Deft. offers to affirm the same, and for the present has no proof. Parties being heard, the Court orders deft. to prove that she has given money to pltf's wife. In the meantime the arrest was declared valid.

Thomas Appelgat, pltf. v/s Willem Brouwer, deft. Deft's 1st default. Pltf. at his request was allowed to sue out an arrest.

Pieter Montfoort, pltf. v/s Jacob Cohun, deft. Concerning previous difference about the ownership of a canoe. Pltf's witnesses heard in Court in presence of deft. vizt: Jan Martyn, persisting in his previous declaration that said canoe is the one Pieter Montfoort has bought from the Indians, refuses to swear. Pieter Jansen being heard in Court persists in his former declaration and states afterwards, that Pieter Monfoort gave the Indians 10 fathom of wampum for the canoe, and that it was in the same state that it is now; refuses to swear. Whereas deft. has witnesses also, that it is his canoe, according to their rendered declaration, Cohun was ordered to summon the same in order, that their declaration be collated.

Paulus Schrick and Nicolaes Verleth, pltfs. v/s Samuel Scarlet, deft. Pltfs. request, whereas deft. makes a claim to a certain bark, arrived here from Virginia, sent and consigned to them, that he shall explain the same or not prevent the departure of the vessel, exhibiting the contract of sale. Deft. says, she is his bark, and that those, who sold her, were not authorized to do so, and disposed of her far below her value. In regard to the person, who sold the same, he consents to the sale of the bark according to the contract, but requests either security for the payment, restitution of the bark or payment here. Pltfs replying, maintain, that as the contract does not mention security, they are not bound thereto, and know nothing but that the seller was qualified to sell. Parties being heard, the case was postponed until to-morrow, when pltfs shall prove, that the seller was qualified to sell the bark, and further disposition will be made.

Jacob Steendam appears again in Court complaining of the insults and threats of Catalyntie Verbeeck and Aryan Woutersen. Ordered that he institute his complaint in writing.

Tomas Swartwout, pltf. v/s Borger Jorissen, deft. Pltf. requests delivery of a calf according to the handwriting of Borger Jorissen, dated 3 Sept^{r} last, in which a calf chosen from three cows was promised to be delivered when 3 weeks old. Deft's wife appearing in Court instead of her husband, acknowledges the handwriting and that the choice of a calf was to be given from three cows, but maintaining that, as one of the 3 cows, which was certainly with calf, was killed on Nut Island * in the troubles, and she lost the cow, pltf. ought to lose the calf. The Court having seen the aforesaid handwriting, find that Borger Jorissen has promised to deliver pltf. a calf selected from three cows. They condemn him therefore, to deliver to pltf. a calf from the three cows and it is decided, that this exception made by deft's wife cannot avail, as pltf. had not as yet made a choice.

Pieter Jacobsen Buys, replies to the written answer of Abram La Nooy of last Court day, whereon was endorsed:—Copy hereof is granted to party to answer thereunto at the next Court day.

Willem Pamer as attorney of Witlock requests that the W. Court will declare null the arrest issued by Mr. Karman's wife on the wood-money

* Now, Governor's Island.

delivered here to Jacob van Couwenhoven, as he has proved by the declaration of 4 different witnesses, that it was not Mr. Karman's wood. Mr. Karman's wife being thereon summon^{d} to Court was heard: says the wood, she arrested, was delivered to her husband on the strand (whence it was drawn away) and payment made to the aforesaid. Whereas Pamer denies the same, Mrs. Karman was ordered to prove, by the next Court day, that it is her wood.

Claes Jansen exhibiting, pursuant to the order of last Court day, particulars of the expenses and time lost through the non-payment of Aryaen Sips, which being examined he was allowed for summons, losses, and extract fl. 3. 12. and the same is to be taken, as well as the aforesaid fl. 5.

Jacob Teunissen appears in Court requesting despatch, as Antony Jansen van Vaes has failed, to this time, to prove, according to previous order of the Court, that he has hired him for a year, and cannot arrest his clothes and property at Gravesent for the serving out of his time. The Court having heard the petition, and noted the orders of 28th Feb: 6 March and 13 March, whereby Anthony Jansen was each time ordered, to prove either by contract or evidence, that he has hired Jacob Teunissen for a year, find that he failed therein; therefore they discharge the aforesaid Jacob Teunissen from the claim, which Anthony Jansen may make on this account, and declare the aforesaid arrest invalid. Done 20 March 1656.

Extraordinary Meeting holden at the City Hall on the 21. March 1656, at Amsterdam in New Netherland. Present the Heeren Cornelis van Tienhoven, Oloff Stevensen, Allard Anthony, Johannes Pt^{r} Verbrugge, Jacob Strycker, Jan Vinje, Will: Beekman, and Hend'k Kip.

Andrew Kilvert, pltf. v/s Jan Geraerdy, deft. Pltf. appears in Court, complaining that he has been arrested by deft. and requests his discharge, or reasons and proof, why he and his galiot are seizable. Deft. answering says, he caused the arrest in order to obtain payment from pltf. here of 12000 lbs. of tobacco, arising from sale and balance of certain galliot etc. Pltf. denying the debt exhibits certain receipt for payment. Against that deft. shews a paper of the same date signed by Andrew Kilvert. The Court having examined the papers on both sides

find the case somewhat obscure, the rather as on the one side and the other, no sufficient proofs or documents have been produced. In order then not to be troubled with a long and weary lawsuit at the expense of a stranger, the Court order, for the good of respective parties, that the matter shall be disposed of by four arbitrators, viz: Govert Loockermans, Nicolaes Boot, Tomas Hall, and Pieter Buys by way of arbitration if possible; or happening otherwise, to communicate in writing to the Court an explanation of the circumstances of the case, then to administer justice according to the exigency of affairs. It being well understood, that Andrew Kilvert shall enter bail before the verdict and that the arrest on his galliot, person and goods shall be discharged.

Paulus Schrick and N. Verleth appear in Court exhibiting, according to order of the 20th March last, a declaration of the skipper, wherein he says, that he had an order to sell the bark, to which Sieur Schrick laid a claim, but has lost the order; that the bark long afterwards was delivered to the use of Augustyn Heerman; maintaining as before, as bail is demanded in the sale, that they are not bound to give security. Samuel Scharlet appears also in Court with Schrick and Verleth, requests, as they refuse to give security, that the bark be restored as the same was delivered, insisting that he ought not to be satisfied with any bail. The Court orders, as before, that Schrick and Verleth shall prove by sufficient witnesses that the skipper had power to sell the bark; when further disposition shall be made therein.

Extraordinary Meeting holden on Thursday the 23 March 1656. In the City Hall. Present the Heeren Oloff Stevensen, Allard Anthony, Johannes Verbrugge, Jacob Strycker, Jan Vinje, Will: Beekman, and Hend'k Kip.

Jacob van Couwenhoven, pltf. v/s Andrew Kilvert, deft. Pltf. demands, that deft. be condemned to pay him now fl. 1350 in tobacco as by note and contract dated 23 Nov. 1655. he is bound to do, with costs. Deft. acknowledging the contract and note, says that inasmuch as the time of payment stipulated in the contract is not expired before next April, Jan Geraerdy stands bail for the payment, and the arrest on deft's galliot and goods is declared valid, that pltf. ought to wait until the term of the contract is expired, and he be excused from the extra costs. The

Court decreed, heretofore, the arrest to be valid and orders, that the same shall have effect until payment of the note previously mentioned shall be made. Further pltf. is condemned in the costs of this extraordinary meeting.

Andrew Kilvert, pltf. v/s Jan Geraerdy, deft. Pltf. exhibiting a receipt from Jan Geraerdy that he has paid him for the note dated 23 Oct. last drawn by Kilvert in favor of Jacob van Couwenhoven, together with certain specification of acc^{t}—requests that Jan Geraerdy shall dis charge him from the claim of Jacob van Couwenhoven. Deft. says, that when he heard, the pltf. Kilvert, being in Virginia, intended to leave for Ireland or Fayal, and he was bound to Jacob van Couwenhov^{n} as security for Kilvert, he demanded payment and received, in assignment, some notes, but left these in Virginia and did not receive them. Maintains that Kilvert and not he must satisfy J. v. Couwenhoven. The Court ordered that Jan Geraerdy shall receive copy of the papers produced in Court by Andrew Kilvert, thereunto to answer by the next Court day. Done as above.

Monday, the 27th March, 1656. In the City Hall. Present the W. Heeren, Cornelis van Tienhoven, Oloff. Stevensen, Allard Anthony, Jacob Strycker, Jan Vinje, Willem Beeckman, and Hendrick Kip.

The Hon^{ble} Nicasius de Silla appeared in Court, and as Jacobus Backer has instituted an action in Court against his wife for 27 beavers, which are not good, and has not prosecuted the same in conformity to the order of the Bench, but abandoned it, requests that the Court shall be pleased to render judgment and decision on the papers produced by her according to order.

Allard Anthony, pltf. v/s Abram Verplanck, deft. Pltf. says, that deft. on last Friday grossly insulted him in his house and threatened to strike him, in presence of several worthy people; requests reparation of his honor, and that he shall be duly punished therefor. Deft. demands proof. Pltf. undertakes to prove the same. Deft. states like the pltf. in return, that Allard Anthony has insulted him, and threatened to give him a blow in the face. Allard Anthony denies the insults and threats. The Court order parties on both sides to prove their assertion.

Catalyntie Verbeeck, pltf. v/s Jacob Steendam, deft. Pltf. says,

deft's wife came to her house for money for the lot, and because she asked her to wait a little, insulted her as a whore, slut etc. Therefore her husband was obliged to put her out of the house. Requests, that deft. shall be condemned to prove the insults, or make reparation of her character, and leave her uncensured. Deft. says, he was not present, but that his wife states, pltf. grossly insulted her as a swine, a cheat etc., whereupon some words occurred. Pltf's husband struck deft's wife on the head, knocked her against a barrel, and shoved her out of doors, and gathered a great mob in the street; requests equally, proper reparation. The Court ordered parties on both sides to prove their assertions.

Jacob Steendam, pltf. v/s Aryan Woutersen, deft. Pltf. demands payment of fl. 21., being balance of money on certain agreement, with costs herein incurred with Messenger, Secretary etc. Deft. acknowledging the debt, says he has not refused payment; requests delay and that pltf. shall deliver him a letter, which he signed. Pltf. replies, he gave deft. a copy and offers to do the same again. Parties being heard, the Court condemns deft. Aryaen Woutersen to pay pltf. the aforesaid demanded sum within 14 days from date, together with costs by him herein incurred with the Secretary and Messenger.

Christiane Capoens, pltf. v/s Arent Callebuys and Willem Jansen, defts. Pltf. says, he contracted with defts for some timber and as 16 @ 17 pieces are wanting, requests that deft. shall furnish and deliver the timber according to contract, saying that there are some unserviceable pieces among what was delivered. Deft. acknowledges the contract, saying that they had delivered the timber in the bush at the stump. The Court refer parties to two arbitrators, carpenters; to wit, Jan Jansen Hagenaar and Cristyn Barentsen to examine the matter in dispute, and if possible to reconcile them, or otherwise to report to the Court.

Joost van Beeck, pltf. v/s Jennekie Heermans, deft. Deft's 1st default; default granted.

Maria Verleth, pltf. v/s Joost van Beeck, deft. Pltf. demands, that deft. be ordered to settle with her, before arbitrators, the private accounts as well of her decd husband's funeral expenses (*Dootschult*) as other matters, that are still unsettled. Deft. says, that he has appealed from the judgment pronounced by the Court, touching the payment of the negress, and requests that the same may be first disposed of and de-

spatched. The Court finding that the aforesaid a/cs consist first of the funeral charges of Joh. van Beeck and another private a/c hereunto annexed, which it is alleged does not concern deft, order, therefore, that parties shall be examined thereupon, before arbitrators, to wit Pieter Corn: van Veen and Pieter Jacobsen Buys, and be arranged, if possible by them, or otherwise to report thereon in writing.

Nicolaes Boot, pltf. v/s Willem Pamer, deft. In case of arrest. Pltf. in default. Deft. appears in Court, requesting reasons for arrest or that he be discharged therefrom. Whereas pltf., by whom deft. has been summoned, is in default, the arrest was declared invalid.

Jan Van Leyden, pltf. v/s Lysbet Tysen, deft. Pltf. in default.

. . . de Coninck, Captain of the ship *the Balance* appears in Court, requesting as well orally as by petition, that the Court Messenger be ordered to warn all tavernkeepers not to tap for, entertain, or give credit to his crew, on pain of forfeiting their claim, inasmuch as the crew of his ship run around here in this city drinking considerably, and thus not only do no work, but contract apparently many heavy debts in which they remain. Whereon is endorsed—The Court Messenger is ordered to notify all tavernkeepers of this City not to lodge, tap or credit any one of petitioner's crew, on pain of not being paid, by either the sailors or others, but themselves to bear the debt.

The Sailors navigating the Bark called *the Mary*, pltfs v/s Samuel Scarlet, deft. Pltfs appearing in Court by three of their number request, that deft. be condemned to pay them here their wages, earned on board the aforesaid bark, as said bark is sold in Virginia, and deft. has signed for the fulfillment of their wages. Deft. acknowledges the signature; says he thereby promised to pay the sailors out of the proceeds of the sale of the bark; and inasmuch as the bark is in the service of Augustyn Heermans and he has not been paid for her, maintains he is not bound to pay here. Offers to pay forthwith, if the bark be delivered to him. The Court having seen the handwriting of deft., Scarlet, and acknowledgment of the pltfs, that nothing has, as yet, been paid on the bark, decide that deft. is not bound, according to his agreement, but that they, the pltfs, shall retain their guarantee and security for payment on said bark.

Warnaer Wessels appeared in Court requesting, that the action of the Jew, David Frere, may be expedited.

The Hon^ble^ Allard retires.

Paulus Schrick, as att'y for Augustin Heermans, pltf. against Elis Else, skipper of the bark named *the Mary*, deft. Pltf. requests, that deft. shall give up the bark aforesaid, bought from him and delivered to Augustyn Heermans, according to copy of the deed of sale and certificates, so as to employ the same, as he intends, without hindrance; as the day fixed for payment in the Contract has not yet arrived. Deft. gives for answer, that he sold the bark by order of his principal, but not for such payment, as he was instructed, but for what Capt^n^ Scarlet, his principal, afterwards agreed to, on condition, that the sailors navigating the same should be paid out of the proceeds, and says that Scarlet himself delivered the yacht to Augustine, and that deft. or Scarlet's brother should come over to receive the payment here, according to contract, inasmuch as they had received no security there, saying the matter did not concern him. Parties being heard, pltf's demand against deft. is dismissed; but he may institute his action against deft's principal Scarlet.

Alexander d'Inyossa, pltf. v/s Jacob and Pieter van Couwenhoven, defts. Defts in default. Pltf. appears in Court suing out the arrest served on Andrew Kilvert by virtue of a certain Note for fl. 272. 8. and requesting that the same be declared valid. And whereas defts remain in default, the aforesaid arrest, issued by virtue of the note, is declared valid.

Rutger Jansen, pltf. v/s Pieter Jansen, deft. Both in default.

Jacob Cohun, pltf. v/s Jan Jansen and Jan Cornelissen, defts. Defts to give evidence of the truth touching the canoe in dispute with Pieter Monfoort. Whereas defts do not appear and pltf. requests expedition, the Court order that defts shall be summoned in the name of the Court against the next Court day, to confirm their rendered deposition and, if necessary, to swear to the same.

Jan, the Cooper, pltf. v/s Jan Rutgersen, deft. Deft. in default.

Andrew Kilfort, pltf. v/s Jan Geraerdy, deft. Parties appeared in Court and delivered in, on both sides, their papers and documents. Whereas the hour has expired and neither party has been heard, the matter was postponed until to morrow.

Adriaen Blommart, pltf. v/s Davidt Frere, Jew, deft. Deft. in default. Pltf. tenders his complaint being for damages; and whereas deft.

is in default, the same was put in the hands of the Officer to inform himself thereupon.

Grietie Rutgersen, pltf. v/s Dirck van Schelluyne, deft. Pltf. says, that she brought last year a girl, named Mayke Cornelis: with her from Holland and disbursed fl. 50. in Holland for her passage, on condition that if she did not remain here with her, she should pay her in place of the fl. 50 Holland—fl. 100. here. Whereas the maid has been engaged by others, and deft. has order to satisfy her, the pltf., she requests, that he be condemned to pay her the fl. 100. Deft. says, that Mayke Cornelissen has left an acte with him, which he exhibits in Court, in which she acknowledges, that fl. 50 were paid in Holland by the pltf. for her passage, for which she should serve here one year; but in case she came to marry in the meantime, she should give her, here, fl. 100. for the fl. 50 paid in Holland. And whereas pltf. could not retain her in her service, she hired herself with another. Maintains consequently that she owes only fl. 50. The Court having examined the matter in question, adjudge that pltf., in return for the fl. 50, which she disbursed in Holland, shall here receive the sum of 100 guilders. The pltf. is, therefore, allowed to lift the fl. 50 already earned by Mayke Cornelis: at Abram La Nooy's, and still there, in deduction of the fl. 100.

Whereas Mary Karmans remains in default to prove, according to order of last session, that the wood is hers, which she arrested with Jacob van Couwenhoven, and the petitioner, Willem Pamer has proved, on the contrary, that it is not her wood; the Court has, therefore, declared invalid the aforesaid arrest levied on the proceeds of the wood in the hands of Jacob van Couwenhoven, and consented that pltf. should have the same.

Adriaen Jansen, pltf. v/s Jacob Clomp, deft. Deft. in default.

Jan de Perie, pltf. v/s Colombie, deft. Pltf. demands, whereas he has drawn a note in favor of deft. for the sum of fl. 70. and paid on the same fl. 57., that deft. be condemned to deliver him the note being ready to pay down the remaining fl. 13. Deft. acknowledges fl. 13. to be still due, but says, that pltf. has promised to give him in payment an anker of brandy at the cost in Holland. Pltf. acknowledges, that he has truly promised the brandy in payment on this condition, that he himself got brandy from Holland. Maintaining that, whereas he got no brandy, he

can only give such pay as goes here. Parties being heard, deft. Colombie was ordered to prove, that Jan Perie absolutely promised him an anker of brandy at the price in Holland without any condition whether he received the same or not.

Jan Gerritsen, brewer, appeared in Court, entering a complaint against a Jew, named Elias Silva, that he detained his negress or slave and had carnal conversation with her. The accused Jew, Silva, appeared with Jacob Cohun, in Court. Requests copy of the complaint and reasons for his arrest. The Hon^ble^ Officer having given reasons for his arrest, it is ordered that complainant shall enter his complaint in writing, whereof the accused Jew was allowed copy.

Whereas the time has expired and some cases still remain undisposed of, and petition being presented it was Resolved to meet again at the City Hall tomorrow morning at 7 o'Clock.

Whereas the Hon^ble^ Allard Anthony is under promise or command, he at his request was excused from appearing during the said session.

Tuesday, the 28^th^ March 1656. In the City Hall. Present the W: Heeren Oloff Stevensen, Joh. P^r^ van Brugge, Jacob Strycker, Jan Vinje and Hend'k Kip.

On the replication of Abr^m^ La Nooy as deft. against Buys, was endorsed—Ordered by the Court, that copy hereof shall be granted to party, Pieter Buys, and parties were further ordered, to produce their papers and documents material to the case, by the next session, to be then finally disposed of.

Borger Jorissen requests by petition, the Court will be pleased to order that he may receive his payment of what is coming to him from the City and Fiscaal, according to a/c annexed. Whereon was endorsed—Petitioner shall deliver the account against the City to the Hon^ble^ Allard Anthony who, as Treasurer, shall pay him. As regards the a/c against the Hon^ble^ Fiscal the petitioner may himself hand it to the Fiscal and obtain his pay thereof.

Willem Beeckman present.

Whereas Jacob Backer remains in default to the present time, to prosecute, according to order of 13^th^ March last, the matter which he has as pltf. instituted against Catrina Krogers relative to 27 beavers in dis-

pute, and despatch whereof has been frequently demanded by the deft.; the Court having, therefore, attended to the papers produced by pltf., and the defaults incurred by pltf. have dismissed, in consequence of the contumacy, pltf's further demand relative to the beavers in question, and condemned him in the costs incurred by deft. herein.

The case of Warnaer Wessels against the Jew D: Frere was postponed to the next Court day.

The petition of the Burgher's Court Martial was postponed until the Hon^ble^ Schout is present.

Isaack Kip requests by petition, that Hendrick Jansen, Smith, may be ordered to concede to him on valuation, a part of his garden as a road to his lot, so as to erect a suitable mansion on the street. Whereon was endorsed—Petitioner is referred to the Street inspectors of this City, to examine the circumstances and to communicate the same to the Hon^ble^ Burgomasters, to be disposed of, then, as shall be considered right, by the Burgomasters in communication with the Road Inspectors.

The Consideration of the Endorsement of the Director General and Council on the Petition of the Burgomasters is postponed until a full Court.

The consideration of the Bailiff's petition was postponed until a full Court.

The pieces in the suit between Kilfort and Jan Geraerdy relative to the security of J. v. Couwenhoven being examined, the Court find, that Jan Geraerdy has been served only with reply as he calls it. Therefore it is ordered, that copy thereof shall be placed in Kilvert's hands thereto to answer on the next Court day, when the matter will be disposed of.

The case in dispute between Maria Verleth and Corn^s^ Schut was postponed until the next Court day.

Extraordinary Meeting holden on Wednesday the 29^th^ March 1656, at the City Hall. Present the W: Heeren Corn^s^ van Tienhoven, Oloff Stevensen, Jacob Strycker, Jan Vinje, Will^m^ Beeckman, and Hend'k Kip.

Paulus Schrick as Attorney for Augustyn Heerman, pltf. v/s Samuel Scharlet, deft. Pltf. appearing, says that the bark, called the Mary, was sold to Augustyn Hermans by order and with the knowledge of Capt. Scharlet; requests that said Scharlet should leave the bark unmolested,

for custom and demand, since the time of payment according to contract is not yet expired. Deft. answering says, that his servant, Elis Elisen, has sold the bark without having any order to transfer the vessel or sell it except for tobacco down, and not for payment to be received in New Netherland; yet through respect and for the credit of his servant aforesaid, he acknowledged the sale, on condition that Augustyn Harmans should enter bail in Virginia for the promised thousand guilders; which said Augustyn promised and is bound for; As the said Augustyn failed to give bail in Virginia, since he came not forward, and had promised to be here in New Netherland as the deft. was, neither of which has Augustyn done, and finding the bark here, of which there has been no transfer made nor bail entered, nor any appearance of payment, deft. demands his own bark and freight earned from Virginia here, or security, that the promised purchase money shall be paid on the proposed day, with costs and *mises* of justice. The Court having considered pltf's demand and deft's answer and having closely examined the written documents thereupon laid before the Court, besides pltf's offer, condemn pltf. to give security here in the City for the payment of the money on the day appointed, and to pay the costs incurred herein, and also order the aforenamed Scharlet to execute a transfer of the bark on receipt of the bail bond, and dismiss his further demand for loss of freight and other expenses.

On the demand of Warnaer Wessels, pltf. v/s David Frere, Jew, deft. was endorsed—The Court orders, that copy hereof shall be granted to David Frere to answer definitely thereunto at the next Court.

Whereas Sara Schepmoes widow of Jan Schepmoes dec^{d} claims the ownership of the Bell on the City Hall, which is used by the Court, and has exhibited proof to that effect, Secretary Kip was directed to pay petit^{r} fl. 10. for the bell out of the burgher excise.

Jan Geraerdy and Roger Kilvert appear in Court of Burgomasters and Schepens, declaring, that they had agreed and arranged together in friendship and love regarding the bailbond of fl. 1350. for the behoof of Jacob van Couwenhoven, in this wise—that Kilvert shall pay here to Jacob van Couwenhoven the said fl. 1350. according to obligation, and liberate Jan Geraerdy from the claim as to the bail; whereupon Jan Geraerdy undertakes and promises to pay the aforesaid Kilvert or his

order, within 14 days after his arrival in Rhode Island or Warrack, the aforesaid fl. 1350 in horses, as well stallions as mares, at the current price there on the saying of two arbitrators, provided that Kilvert shall give security, that the note which he gave Jan Geraerdy in Virginia on payment of Couwenhoven shall be taken up. Declaring, that they were agreed without ever after in any quarter moving any further question or suit regarding the aforesaid matter. Binding for the observance of these their persons and property, without exception, in submission to all Courts. In witness hereof is this signed by parties in Court this 29th March 1656. Was subscribed, Rogier Kilvert
Jan Geraerdy.

Jan Geraerdy requests by petition, whereas he, according to the decision of arbitrators relative to the dispute between him Jan Geraerdy and Andrew Kilvert for the restitution of the note received by him, has placed his mother as bail on his side; that Andrew Kilvert shall equally according to decision be condemned to give on his side, sufficient bail here for the payment of the Tobacco. Whereon was endorsed:—The bail given by the petit: Jan Geraerdy was declared sufficient, therefore Andrew Kilvert was ordered, pursuant to the decision of arbitrators, to enter here sufficient bail, on his side for the behoof of Jan Geraerdy. Done this 29 March 1656. in Court.

Regarding the extraordinary Court ordered by parties they are both satisfied that each should pay half.

PETITION OF THE BAILIFF.

Copy.

Your Honours,

I have informed your Honours heretofore of the answers of those, against whom there were judgments; namely, Luycas Eldertsen; he would pay Francois Fyn; the wife of Paulus Heymans, the H: Schepen Jan Vinje and that Nicolaes Verleths half moons and pearls were in the hands of Sieur Marten Krygier. And whereas the victorious party are very urgent on me with the aforesaid judgment, your Honours will be pleased to charge or order me, how I shall proceed therein, inasmuch as my instruction directs me to levy execution discreetly and at the convenience of the inhabitants; and in regard to Verleth, whereas I instructed Sieur

Marten Krygier to retain in his hands the aforesaid half moons and pearls till further ordered by you, as I heretofore have remarked, therefore please to give orders whether I shall take them away from there or not; or as the same shall, otherwise, be considered proper.

Your Honors' humble Servant,

D. V. Schelluyne.

Apostille. On the 1st. Petitioner is ordered to levy execution on the Judgments.

Your Honours.

Should circumstances require the arrest for debt of any person or persons of quality or of good name and character, I request your Honours to inform me,—where these shall be brought in the first instance, and further, if necessary, and, if required by those holding judgments, where or in what place of confinement?

On the 2d. Those arrested for debt shall be taken to a decent tavern, if they will pay the expenses; otherwise, to the City Hall.

And whereas in undertaking my duty, a free dwelling was allowed me; also for its proper execution freedom from Burger watch and Service is requisite according to the laws and customs of Fatherland, I therefore request your Honours to take such action herein, as you may deem proper. Expecting a favorable answer, [I remain] Your humble Servant

D. V. Schelluyne.

On the 3d The request for a free dwelling is deferred till further convenience. As to the Burger watch, the Burgomasters shall speak, thereon, to the Court Martial.

Done this 29th March 1656. By order of the Burgomasters and Schepens, (absent Allard Anthony and Joh. Pt. Verbrugge)

Jacob Kip, Secretary.

Monday 3d April. 1656. In the City Hall. Present the W. Heeren Cornelis van Tienhoven, Oloff Stevensen, Jacob Strycker, Jan Vinje, Willm Beeckman, and Hendrick Kip.

Jacob Barsimson, pltf. v/s Isaack Israel, deft. Pltf. appears in Court, complaining that deft. on Friday last has injured him and struck him in the face, in Abram Lusina's cellar, in the presence of said Lusina

and Symon Felle. Requests due reparation and satisfaction. Deft. demands copy of the action, in order to answer thereunto. The Court, pursuant to the request, granted deft. copy of the demand, thereunto to answer in writing on the next Court day being after Easter.

Joh. Pt^r Verbrugge, present.

Nicolaes Verleth appears in Court; requests execution relative to the pearls. Whereas it was decided that the Bailiff should state in writing, how far he has proceeded in the matter, further procedure in the case was, therefore, excused.

Pieter Rudolphus, pltf. v/s Jacob van Couwenhoven, deft. Deft. in default.

Maria Verleth appeared in Court and exhibits certain writing in form of a statement, signed by Pieter Corn^s Vander Veen and Pieter Jacobsen Buys, as arbitrators appointed by the Court on 27^th March last, the a/c in dispute between Joost van Beeck and Maria Verleth, then presented to examine, and review in the presence of the contending parties, and, if possible, to settle the same; the said Arbitrators declare, that Sieur Joost van Beeck had given them as an answer, that he has appealed from the above mentioned Order, of 27^th March last, to the Director General and Council. And whereas, nothing having been decided by the ordered arbitration, nor any thing approved by the Court, nor sentence pronounced, therefore no appeal can be legally sought for, much less granted; It is Ordered, on the petition of Maria Verleth, that the Court Messenger shall serve on Sieur Joost van Beeck the aforesaid order, and demand copy of the appeal, granted him by the Hon^ble Director General and Council, on the order of the Court dated the 27 March last, and should he not exhibit the said writ, the Court, then, again refer the a/c for examination and settlement to the aforesaid arbitrators, who shall render their report thereon, in writing, to the Board.

Pieter Jacob^s Buys as pltf. and Abram La Nooy as deft. produce, pursuant to order of the 28^th March last, their exhibits in their suit; and whereas much business remains yet to be disposed of, they were postponed until next Court day.

Schepen Jan Vinje, pltf. v/s Annetie Webber, deft. Deft's husband, W. Webber appears in Court requesting, that pltf. shall institute his action. Pltf. says, as the matter in dispute concerns only the woman,

who has been summoned thereupon, that he is not bound to institute his action against him, Webber. Ordered by the Court, that deft. must appear herself in person, but that Webber may also appear as husband and guardian.

Cornelis van Ruyven, pltf. v/s Jacob van Couwenhoven, deft. Deft. in default. Pltf. appears in Court demanding payment of fl. 505. 9., which deft. is bound to pay as security for Abram Linthout, according to a note dated 17 Feby. last; requests, that deft. be condemned to pay him within 24 hours from date; or otherwise that he, as vendue-master, be authorized again to expose and sell the said Yacht already sold by auction, at deft's cost and risk. Ordered by the Court, that deft. J. v. Couwenhoven shall be served with this demand and request of C. v. Ruyven, by the Court Messenger, and answer thereunto, in order that further disposition may then be made therein.

Joost van Beeck, pltf. v/s Jannekie Heermans, deft. Pltf. in default.

Elias Silva appears in Court, rendering his answer in writing to the complaint of Jan Gerritsen and his imprisonment regarding the Negress. Whereon was endorsed:—Ordered by the Court, that copy hereof be granted to party to reply thereunto at the next Court day.

Colombie, pltf. v/s Jan Flaman, deft. Pltf. demands payment of 10 pieces of Eight on a note signed by deft. Deft. acknowledges the note, but says that pltf. bought the same from the lawful holder, Jan Polet, for a trifle. Maintains that he owes no more than the pltf. gave therefor. And whereas parties contradict each other, they are ordered to prove their assertions on both sides, by the next Court day; and pltf. that the signature to the receipt is Jan Polet's.

David Frere answers in writing to the action of Warnaer Wessels, Farmer of Tapsters' Excise on wine and beer. Whereon is endorsed:—Ordered by the Court, that copy hereof shall be granted to party thereunto to reply by the next Court day.

Jan Van Leyden, pltf. v/s Jan Teunissen, deft. Pltf. demands payment for his boat, which deft. hired with its furniture, as the boat is lost, and he is bound by contract for its restitution or the payment therefor. Deft. acknowledges the hiring, but there was only a grapnel with it, and pltf. said, if he would give any thing for it, he might; if not he might

let it go. Accuses Jan Van Leyden that he has openly asserted—Whenever I come before the judge, I can get no justice. Pltf. denies the same. Parties being heard, the Court ordered deft. Jan Teunissen to prove his statement.

Jacob Joosten, pltf. v/s Rogier and Andru Kilvert, defts. Pltf. demands payment of five months earned wages on board deft's galiot from 18th March to date @ fl. 22. per month. and says that he agreed for, and was promised, good merchantable tobacco. Defts offer to pay in Zeewan being the ordinary pay here; deny having promised tobacco; offer to pay with tobacco such as they now have. Pltf. replying says, he is satisfied with such pay as the other sailors have received. Wherefore defts were ordered to pay pltf. in such pay as the other sailors have received.

Isaack de Forest, pltf. v/s Adriaen van Tienhoven, deft. Deft. in default. Isaack de Forest demands justice by form of execution of the judgment obtained against D. v. Schelluyne. Whereas D. v. Schelluyne has this day presented a petition, the matter is deferred until next Wednesday, to be then disposed of.

Symon Joosten, pltf. v/s Dirck Holgersen, deft. Pltf. requests payment as heretofore. Deft. acknowledges the debt. Whereas by the last order hereupon the Fiscal remained bail for the payment, Dirck Holgersen is ordered to make an assignment, when the Fiscal undertakes to pay.

Jacob Cohun, pltf. v/s Jan Jansen and Jan Cornelisz, defts. Pltf. in default. Defts appear according to order of last Court day, to be further heard relative to their declaration made about the canoe. Witnesses being examined Jan Jansen declares that he, ten days after his return from the South, used the canoe in question, and as Jacob Cohun told him that the canoe had been fired on he examined and found that there were two holes in it. Jan Cornelissen declares, that he sailed in the canoe in question once or twice for Jacob Cohun, but of the value of the canoe he cannot pertinently depose.

Wednesday 5. April 1656. In the City Hall. Present the W: Heeren Oloff Stevensen, Jacob Strycker, Willm Beeckman, and Hendrick Kip. And whereas the other Magistrates are absent, the unfinished business was postponed.

Saturday, the 8th April 1656. In the City Hall. Present the W: Heeren Cornelis van Tienhoven, Oloff Stevensen, Joh: van Brugge, Jacob Strycker, Jan Vinje, Hend'k Kip, and Willm Beeckman.

Pieter Jacobsen Buys in his quality as Attorney for the Widow and heirs of decd Jacob Verplanck v/s Abram de la Nooy, deft. Pltf. in his aforesaid quality demands payment, in money current in Holland, of fl. 2270. 5. being various sums obtained by deft. in Holland according to obligation and documents, with the interest accrued thereon. Deft. maintains, as he requested that power may be given to receive the monies here, and the same is come over with the original papers, that he can pay with this country money what he owes and he tenders, according to his a/c, both principal and interest i. e. fl. 1700. The Court having examined the papers and documents produced in Court by parties on both sides, find some difference in the a/c regarding the note and interest thereof. They order, therefore, that parties shall settle their a/cs before arbitrators, whereunto were requested and commissioned Sieurs Pieter Cornes vander Veen and Johannes Withart. And whereas it appears and is not denied, that the monies were disbursed in Holland, it was decided, that the same should be repaid as money in Holland. They, therefore, condemn deft., Abram de la Nooy, to satisfy here in such pay, whatever he may be found to owe to pltf., Pieter Jacobs Buys, in his quality, as he, pltf., can pass in Holland, on condition that he Buys shall give him due acquittance. Done in the Court of Burgomasters and Schepens of the City Amsterdam in N: Netherland; absent Allard Anthony.

Tomas Verdon requests by petition, as before, that Burgomasters and Schepens would be pleased to favor him with the office of Beer Carrier together with Barent Jansen, whereas he, being a native of this country, has been driven away from his [place ?]. Whereupon was endorsed and disposed—The petitioner Tomas Verdonck is accepted to the office of Wine and Beer Carrier, with Barent Jansen, and in place of the departed Beer Carrier, according to previously issued instructions, and has consequently taken the proper oath of allegiance in Court, and is confirmed in the aforesaid office. Done in the Court of Schout, Burgomasters and Schepens, absent Allard Anthony. This 8th April 1656.

Joost van Beeck, pltf. v/s Nicolaes Boot, deft. Pltf. requests payment of fl. 230. for purchase of a negress at public sale. Deft. says, that

the late skipper declared and protested, that the negress, bought by deft., was sound and healthy, which is proved by the price he promised for her; and says the Negress thro' sickness could not reach the house, but must creep along so that she died on the same day. Maintains he does not owe one penny for her, inasmuch as a sick, was sold for a healthy, negress. The Court having seen and examined the proofs and papers produced by deft. condemn the deft. Nicolaes Boot that he shall pay for the said negress, whom he bought in proportion to what the other sick ones were sold for, and dismiss pltf's further action. Done this 8th April 1656. in Court, absent Allard Anthony.

Cornelis Schut, in his quality as Attorney for Nicolaes van Beeck and partners, pltf. v/s Maria Verleth, deft. Pltf., by virtue of his procuration, requests proof and *reliqua* from the deft. of the cargoes sent to Johan: van Beeck by his principal; and maintains that the delivered book is no more than an extract taken from Johan: van Beeck's book, from which, he says, it does not appear where and how the goods were traded and disposed of. Deft. requesting that the book delivered to Cornelis Schut be again placed in her hands promising to acct therefor, maintains that she is not to render any a/c except that, to which purpose divers writings are delivered in, as well by pltf. as deft. Burgomasters (except Allard Anthony) and Schepens having read and considered the pieces on both sides, find that parties have not settled nor agreed about the differences of delivery or receipt of balances; and that parties put nothing else than Yes and No in their writings, without proof. The Court has, therefore, decided that parties, before proceeding further, shall settle or cause to be balanced the a/cs in dispute, either by themselves, or by arbitrators conversant with the same; which done, further attention and decision shall be made in the case as to law shall appertain. Meanwhile should parties not be satisfied with this order, they can apply to the Director General and Council about these and other matters contained in their papers. Done, in the Court aforesaid this 8th April. 1650.

For the good of this City Carel Van Brugge is hereby notified by the Court Messenger, to let him take without any hindrance, from the Hill before his lot, lying next the City Hall as much earth as shall be required for filling in before the City Hall. Done this 8th April 1656. at Amsterdm in N. Netherland, being at or just after the adjournment or rising

of the Bench. By Order of the Schout, Burgomasters and Schepens of this City of Amsterdam, in New Netherland.

Jacob. Kip, Secretary.

Tuesday, 11th April 1656. In the City Hall. Present the W: Heeren Oloff Stevensen, Jacob Strycker, Jan Vinje, Willm Beeckman, and Hend'k Kip.

Catrina de Silla, pltf. v/s Roger Kilvert, deft. Pltf. appears in Court prosecuting the arrest served on defts Galiot, for, and on a/c of two hogsheads of tobacco delivered to Jacob Joosten, who also appears in Court and complains of bad payment of earned wages, inasmuch as the tobacco delivered to him by Kilvert and calculated and received @ 6. stivers per lb. has been found not worth 2 stiv: the lb. They request, that deft. be condemned to pay in good merchantable tobacco, or that the arrest be declared valid. Whereas deft. Kilvert, according to the declaration of the Court Messenger is summoned before the Court this day, and he being arrested with his galiot here, remains in default, the Court has declared by Virtue of the Contempt, the arrest valid. Done; present as above.

To the Honble Burgomasters of the City of Amsterdam, in New Netherland.

Paulus Leendertsen van die Grift and Piet: Wolf van Couwenhoven appointed Street Inspectors of this City respectfully represent, they find by experience that the Survey of lots, houses and stoops within this city has been run, without the knowledge of the remonstrants, by the inhabitants and even by the Court Messenger, which causes great disorder; for the prevention whereof the remonstrants respectfully request that no houses, lots or stoops be measured or surveyed without the remonstrants or their knowledge, on a severe penalty to be enacted against the same. Also that your Worships would be pleased to add by instruction a fee for the measurement and survey, to wit; of a lot; of a house; of a stoop and of fences, each by itself, as your Worships, in your discretion shall find reasonable. This doing etc. Your Worships humble Servants,

P. L. Vandie Grift,
Pieter van Couwenhoven.

The Street Inspectors are ordered to pay particular attention, that all

building be done in good order according to the last survey confirmed by the Director General and Council and shall order, that no person shall build before the Street inspectors shall have previously been on the spot, and shall receive 30 stivers for a door or such like and 3 guilders for a house; all until further order. Done, the 21st April 1656. at Amsterdam in New Netherland. By order of the Burgomasters of this City.

Jacob Kip, Secretary.

Monday, the 24th April, 1656. In the City Hall. Present the W. Heeren Oloff Stevensen, Allard Anthony, Jacob Strycker, Willm Beeckman, and Hendrick Kip.

Copy.

Extract from the Register of Resolutions of the Honble Director General and Councillors of New Netherland, adopted in their meeting on Wednesday, the 12th April 1656.

The interlocutory judgment pronounced by Burgomasters and Schepens in date 8th April 1656 on the difference of a/cs between Cornes Schut, by virtue of a power of attorney, pltf. and Maria Verleth, deft., being considered:—The Director General and Council confirm the decision of Burgomasters and Schepens so far, that the books of Jan van Beeck shall be produced together with the inventory of the residuary estate, in the presence of one of the Burgomasters and Schepens, before two Commissioners thereunto deputed, or yet to be deputed, by the Burgomasters and Schepens and that aforesaid Commissioners, after examination thereof, shall settle the accounts, and report their conclusion as soon as possible. Thus done in Amsterdam, in New Netherland as above. Understood: Agrees with the aforesaid resolution; signed, C. v. Ruyven, Sec'y.

Pursuant to the above Acte and the written request of Cornelis Schut, the Court have appointed as commissioners, Ptr. Cornes van der Veen, Ptr. Jacobsen Buys to carry into effect the tenor of the above Acte, in presence of the Honble Schepen Joh. Ptr Verbrugh. Done etc.

Nicolaes Boot, pltf. v/s Alexander d'Inoyoseph, deft. In case of arrest. Relative to a difference about a negress, which pltf. purchased sound and well from the deft. and now is sick from having been beaten in deft's service, or some other cause. The demand and answer of

parties, on both sides being heard, the Court find that the negress was delivered, according to verbal agreement, to N. Boot, and afterwards loaned to D. Injossé: Therefore they order that N. Boot is bound to receive back the said negress, on condition that d'Inoyossef shall prove, that the negress has received no injury by being beaten by his wife.

The Hon^ble^ Allard Anthony retires.

Cristina Capoens, pltf. v/s Willem Jansen, deft. Deft. in default. Pltf. appears in Court exhibiting the decision of the arbitrators appointed by the Bench regarding the question of timber. Requests the Court to grant judgment. The Court find by aforesaid decision that the timber is not delivered according to contract. They therefore order that Calebuys and Willem Jansen, who have undertaken the woodwork, shall deliver the same according to contract and ageement.

Jacob van Couwenhoven, pltf. v/s Andries van der Sluys, deft. Deft.in default.

Adriaen Blommart, pltf. v/s Jacob van Couwenhoven, deft. Pltf. demands payment of fl. 438 for corn delivered in the year 1654. and the yet unpaid monies according to handwriting for a note, dated 28^th^ July 1654. Deft. acknowledging the debt of fl. 438., says, since the tobacco, which he should have received was not salable, he cannot pay as yet, but he promises liquidation at the earliest period. Regarding the note, he says he has paid more than appears by pltf's a/c. Parties being heard, deft. is condemned to pay pltf., within two months from date, the fl. 438. As regards the handwriting for Pieter Styl, parties must, first, arrange a/cs.

Hendrick Kip, as attorney of Hend'k Egberts, pltf. contra Nicolaes Velthuysen, deft. Pltf. demands that deft., who resides in the house of Hend'k Egberts, shall be condemned to quit the same, as he has not a lease any longer than until May. Deft. says, that he has the privilege to retain the house before any other, and that he has not received notice of the lease according to right; shewing by declaration of Jan van Haerlem and Gillis Dircksen, that Hendrick Egberts has promised him the preference of the lease; and acknowledgment for the due payment of last year's rent to May, and that Hendrick Egberts has not given warning; offers to give as much rent for the next year as another, and that on the valuation of two impartial persons. The Court having seen the proofs produced by

deft. decide that he was preferred to remain in the house before any other: Therefore order that the rent shall be estimated by two impartial persons, whereunto are hereby requested Capt Martin Krygier and Jan Jansen van Brieste.

Master Jacob Vervanger, pltf. v/s Mattys Capito, deft. Pltf. in default.

Matys Capito, pltf. v/s Juriaen Fradel, deft. In case of arrest. Pltf. demands payment of fl. 19. requests that the arrest be declared valid. Deft. acknowledges the debt; requests time until the return of Hendrick Smith, from whom he expects money, before he can leave. Therefore the arrest was declared valid and deft. condemned to pay before his departure.

Tryntie van Hengelen, pltf. v/s Jannekie Melyns, deft. Pltf. in default. Jacob Schellinger appears in place of deft., his mother in law, who is absent. Ordered to settle with each other without longer delay.

Jan Van Leyden, pltf. v/s Jan Teunissen, deft. Pltf's wife appeared by procuration demanding payment, as before, for the boat, which deft. hired and lost; according to contract. Deft. persists in his previous answer; and that pltf. would have secured the boat, if a new rope had been attached to the grapnel; requests, that his witnesses may be heard. Pltf. objects to the witnesses as they, being partners with the deft., are interested. Jan Van Haerlem and Juryaen Fradel being heard in Court at Jan Teunissen's request, acknowledge, that they hired the boat from Jan van Leyden in company with deft, but they declare, that Jan van Leyden said, the rope of the grapnel was not good, and if they got a new rope for the anchor, he, then, should run the risk of the boat. Parties being heard, the Court orders, Jan Teunissen and his associates shall prove by indifferent persons, that Jan van Leyden would have secured the boat, if they put a new rope on the anchor; that they had done so, and that the boat notwithstanding was lost.

Jannekie Verleth appeared in Court requesting in the name of Nicolaes Verleth, who is at Virginia, that the Court would be pleased to despatch the case in dispute regarding the pearls, which Helletie Jansen sold to Capt. Cregier's wife, inasmuch as Capt. Cregier is about to leave. Whereupon, having deliberated, the Court decided, that Secretary Kip shall take the pearls and pay Mr. Krigier the monies, which he paid for

the same, and retain the pearls at the Secretary's office until further disposition be made.

Jan Gerritsen, brewer handed in his written reply in the matter against the Jew Elias Sila relative to the negress.

Monday, 1st May 1656. In the City Hall. Present the W. Heeren, Oloff Stevensen, Johannes Verbrugge, Jacob Strycker, Jan Vinje, Willm Beeckman, and Hendrick Kip.

Engeltie Mans, pltf. v/s Allard Anthony, deft. Deft. in default. On the complaint and request of Joost Teunissen, that the craft of Mr Mehu being arrested, on the eve of its departure, has weighed anchor, It is ordered, on the written exhibit of C. van Tienhoven; That the Honble Schout is authorized, on the arrest issued by Joost Teunissen, by virtue of a note, to secure the craft of Mr. Mahew, until the petitioner be contented.

Johannes Withart, pltf. v/s Jacob van Couwenhoven, deft. Deft. in default.

Johannes Withart, pltf. v/s Rynhout Rynhoutsen, deft. Pltf. requests, that deft. be condemned to pay him, according to judgment, the fl. 113. arrested in his hands belonging to Hendrick Smith. Deft. acknowledges to have received the arrest; admits that there is so much to the good of the rent due; and says he is ready to pay the money on condition, that he be freed from the claim of Hendrick Jansen. The Court order deft. Rynhout Rhynhoutsen to pay Joh: Withart the arrested fl. 113. according to judgment dated 10 August 1653. and Acte of authority dated 15 Nov: 1655. On condition, that Withart shall grant in his behoof due receipt therefor in release of the claim, which Hendrick Jansen Smith may have thereon.

Jacob Schellinger, pltf. v/s Tryntie van Hengelen, deft. Pltf. default, but appeared afterwards; says he did not cause deft. to be summoned.

Andries Hoppen, pltf. v/s Cornelis Jansen, Woodsawyer, deft. Pltf. says he lent deft. a gun during the late troubles with the Indians. And whereas he agreed through arbitrators, that 10 gl. should be paid for it, now requests payment. Deft. exhibits the decision of arbitrators from which it appears, that pltf. should have half of what he earned, during the trouble, at the General's bouwerie, or otherwise give him 10 gl.

And whereas he has not yet been paid therefor, maintains he is not yet owing. Parties being heard, deft. is condemned to pay pltf. according to the decision and conclusion of the arbitrators.

Hendrick Willemsen, baker, pltf. v/s Willem Koeck, deft. Both in default.

Cornelis Jansen, Wood Sawyer, pltf. v/s Cornelis Aertsen, deft. Pltf. says, that in the last troubles with the Indians deft. requested and engaged him to remain with him on the General's Bouwerie, and that he would pay him therefor as much as the others, being Frenchmen; And whereas each of the Frenchmen received for his part fl. 25. he requests that deft. be condemned to pay him, likewise, fl. 25. Deft. acknowledges, that during the late troubles with the Indians he requested and engaged the pltf. on the Hon^ble^ General's Bouwerie on the aforesaid conditions; but that he did so in the absence of the Hon^ble^ General, by the order of the Fiscaal Tienhoven. Maintains that he must look to the Fiscal, but offers to pay pltf., if he may deduct it from the rent of the Bouwerie. Parties being heard, the Court decide as Corn^s^ Aertsen engaged and hired pltf. Cornelis Jansen as aforesaid, he is bound to pay him as well as the others, who were then there. Therefore deft. is condemned to satisfy pltf., saving his guarantee against whomsoever gave him orders and directions to hire pltf.

Hendrick Sweer, pltf. v/s Pieter Jansen, deft. Pltf. demands payment of fl. 100. for wages earned at the firewood, which was delivered to the City. Deft. says he is ready to pay pltf. as soon as he receives his money for firewood delivered to the City, being still about 329. gl. Parties being heard, the deft. was condemned to pay the pltf. the balance of his money within 8 days from date.

Claess Pieter^s^ Kos, pltf. v/s Piet^r^ Jansen, deft. For payment of fl. 27. wages earned in hauling firewood from the bush. Deft. acknowledges the debt; says he is ready to pay when he receives his money from the Burgomasters. Parties being heard, deft. was condemned to pay pltf. within 8 days. And orders shall be given that deft. shall be paid what is due him by the City.

Jan Rutgersen, pltf. v/s Jacob van Corlaer, deft. In case of arrest. For payment of fl. 8. 10. balance of a/c. Deft. in default. The Court declares the arrest valid, by virtue of contumacy.

Jacob vander Veer, Company's Corporal, requests by petition, leave to tap at the Dominie's Bouwerie. Whereon was endorsed—Whereas Petitioner is one of the Company's servants he must address himself to the Honble Director General and Council, and ask their permission.

Thomas Hall and Cornelis Aersen in their quality as Overseers of Fences on the Island of Manhattans commissioned by the Director General and Council, plnts comra Ide van Vorst, Hendrick Pietersen *Kint in 't Water*, Claes Pietersen Kas, Jan Vinje, Leendert Aerden, Cornelis Jacobsen Stille, Wolfert Webber, Gerrit Hendricksen and Jacob Schellinger, defts. Plnts in their quality aforesaid demand, whereas they found the common fence so much out of order, that it was necessary to repair it, and have, therefore, caused the same to be repaired, that defts be condemned to pay, each according to his means, what the same cost, which being calculated comes to one guilder per head of cattle, the rather as it is for the general advantage of those who, like the defts, keep cattle; and they must pay the workmen.

Ide van Vorst was called and promised to pay.

Hendrick Pr Kint was taxed f. 3 head of Cattle. Says he has only horses and offers therefore, like others f. 2 per head.

Claes Pr Kas was taxed f. 3 for 3 cattle, which he has returned. He says, he is ready to pay, if the others who have cattle of old, shall also pay.

Jan Vinje answers—first that he has a private pasture of his own —2dly that they were not authorized to agree for the common fence; but that he was inclined to make the most, like others, and offers a full half beaver, a strong beer.

Leendert Aerden says he is ready to pay, but has nothing but pease.

Cornelis Jansen Stille says he cannot pay now, promises to settle whilst the present board is in.

Gerrit Hendricksen, says he has no money now, is willing to pay; whereupon the Secr[y] shall intercede for him with him.

Wolfert Webber was taxed, for 4 head, f. 4.

Jacob Schellinger says he has no Cattle, but intends to keep a cow. Others say as soon, as he procures it.

The Court having heard the answers & pleas from them, for the most part willing to pay, and considering that the present time and occurred

expences are for the public advantage, decide that defts, who are in default in contributing their share in proportion to their stock, shall be bound to pay the same, therefore they are condemned hereby, according to valuation, to pay within 14 days from date, without further delay.

Jan Corn[s] Buys, *alias* Jan Damen, and Lubbens Gysbertsen, Widow, request permission to tap, as they have been driven from their houses by the last trouble with the Indians. Whereon is endorsed:—Petitioner's request is granted like others.

François Fyn requests by petition from the Burgomasters and Schepens a lot for a house and garden within this City. Whereon was endorsed:—Petitioner is referred to the Hon[ble] Burgomasters.

Pieter Jansen requests by petition the office of sworn Measurer of grain, within this City. Whereon was endorsed:—Whenever such office is required, attention shall be paid to the petitioner's request.

On the writing of Cornelis Schut to constrain Maria Verleth to account, it was decided, whereas the Hon[ble] Officer Tienhoven has in his possession the written statements and answers, it is evident that no further disposition can be made in the case.

Jacob van Corlear appears in Court stating, that he is arrested here by Jan Rutgersen, and exhibiting the offset a/c, which he has against the claim of Jan Rutgersen, requests inasmuch as the matter is of no importance, that the arrest be declared invalid. The request of the Comparant being heard, it is ordered—that parties shall settle with each other, or before arbitrators their a/cs and differences from this day. Meanwhile the arrest was declared valid.

Joost Teunissen, pltf. v/s Mr. Samuel Mehu, deft. In case of arrest. Pltf. demands payment of a note, dated 28[th] Octob: 1655. for fl. 730 in grain; and fl. 70 as bail to Juriaen Blanck; requests, that the arrest be declared valid, until deft. shall pay him or give sufficient security. Deft. acknowledges the debt of fl. 730. by note; Regarding the fl. 70. of Juryaen Blanck says, that he gave a note therefor to Juryaen Blanck himself and will pay the same; and adds he has long waited here for the corn to pay pltf. and sent vessels expressly for it, and still expects news, but has received none, and promises to remain until the corn arrives. Parties being heard, the Court have, pursuant to previous order, declared the arrest on the vessel valid, until Mr. Mehu shall give pltf. sufficient bail or satisfaction.

Monday, 8th May 1656. In the City Hall. Present the W. Heeren Allard Anthony, President; Oloff Stevensen, Joh: Pt. Verbrugge, Jacob Strycker, Jan Vinje, Willm Beeckman, and Hendrick Kip.

The petition presented by the English traders to the Burgomasters and Schepens concerning the export duty now imposed on wine and beer, being examined; Burgomasters and Schepens resolved, that said request shall be presented by the Burgomasters to the Honble Director General and Council, and they are to endeavor as much as possible, that the same be modified.

Nicolaes Boot appears in Court, requesting that Burgomasters and Schepens would be pleased to dispose of the petition presented by the English traders, and whereas the same is already disposed of, the Comparant was informed thereof.

Thomas Swartwout's wife appears in Court, requesting, whereas Borger Jorissen fails to deliver her the calf, according to sentence, that he may be constrained thereto. Whereon was endorsed:—The Bailiff is ordered to execute the above judgment within the term of 8 days.

Engeltie Mans, pltf. v/s Allard Anthony, deft. Pltf. says, that she applied, pursuant to order of the Court, to deft. as Treasurer for the money that is coming to her from the City, and that he refused her the same, and threatened to have her removed by the Officer, as if she were deserving of punishment; requests her pay. Deft. says, he refused pltf. the money, because she owes for two extraordinary sessions [of the Court]; whereupon she poured out many abusive words and he then threatened her somewhat. Pltf. replies; if the W: Court decide that she owes for the extraordinary sessions, it can deduct the same: with an outpouring of many words. The Court resolve, that the costs of the two extraordinary sessions shall be deducted from what is coming to her, and the balance which is a trifle shall be paid to her forthwith.

Mr Jacob Hend'k Varvanger, pltf. v/s Marys Capito, deft. Pltf. in default.

Wolfert Webber, pltf. v/s Barbara, Wife of Solomon Abels, deft. In case of arrest. Pltf. demands payment of fl. 23. 3. balance of rent etc. according to a/c. Deft. appears in Court, admitting payment of fl. 7. above, what the pltf. claims, according to a/c. And whereas parties mutually deny, what they claim from each other, the Court declare the

imposed arrest invalid, and order that parties shall settle their difference of a/cs before two impartial persons, namely; Christiaen Barentsen and Jan Schryver, who are authorized, as arbitrators, to decide the dispute at once.

Willem Beeckman and Thomas Hall, pltfs v/s Skipper Lourens and Jacob Schellinger, defts. Pltfs say, that they applied repeatedly to defts to enclose by a common fence their land lying next to their's, and that they and others have neglected, to enclose it up to the present time, whereby they are suffering great loss from the cattle in their crops; requesting, that defts shall be constrained to fence the land, or that they be authorized to have it done at their expense. The defts, Skipper Lourens and Jacob Schellinger, assert, that their land is not under common fence; saying that Director General Kief dec^{d} granted a particular groundbrief thereof and that they are not bound, to make a fence in common. Parties being heard, the Court decide and order the pltfs shall cause the land in question to be enclosed at the expense of whomsoever shall be found obliged for the same. Meanwhile Skipper Lourens was ordered to produce his proofs.

Abraham Jacobsen, pltf. v/s Joseph Waldron, deft. Pltf. says, that a sow pig was found on the land of Harmen Smeeman and as no one knew it, Harmen Smeeman gave her to him, on this condition, if the owner came, that he should give her up, whereupon he caused her to be proclaimed; and whereas deft. seized and keeps possession of her without saying, that she is his, requests that deft. shall shew, what right he has to her, or allow him to retain her. Deft. denies having said that it is his pig, but says that it came in the winter among his hogs, ran with them and eat with them, without his knowing, who the right owner was: And should the Court decide, that pltf. shall have it, though he has no more right or ownership to it than he, he is ready to give it up. Parties being heard, the Court decides, since parties on both sides declare themselves not to be the right owner of the hog in question, that the same shall be proclaimed by the Deacons, and in case no demand nor right owner comes forward within 8 days after, that the said pig shall then be delivered to the Deaconry.

Richard Bolck, pltf. v/s Jan van Leyden's Wife, deft. Pltf. says, that J. van Leyden agreed to deliver some timber and clapboards here at

the Manhattans for him and as he failed to haul them, a part was carried off by the high water; requests, therefore, that he be condemned to pay the loss, being 300 clapboards. Deft. acknowledges that her husband was to bring timber and clapboards for pltf. here to the Manhattans, whereof he brought 100 ps. firewood and 600 clapboards, and whereas Jacob Steendam, who was to receive them, would not accept the same, he was obliged to pile the same before her door, wherefrom 10 @ 20 ps Clapboards were lost, which she offers to pay. And whereas their boat was taken off in the Hon^ble^ Company's Service, and she is thereby prevented to haul the remainder, she maintains, she is not liable for any loss, the pltf. claims: the rather as they were not in her charge nor at her risk. Parties being heard, the Court decides and orders that Jan van Leyden is not liable to pay any loss, except only the 10 or 20 Clapboards lost here, whereas those delivered to him, were at his risk, and his boat was employed in the Hon^ble^ Company's service.

Ritchert Bolck, pltf. v/s ——. For payment of fl. 20. And whereas deft. excepts to have [paid] Richard Witney, Burgomasters and Schepens refer parties to two arbitrators to wit:—Willem Harck and Herry Breeser, if possible to reconcile the same or otherwise to report to the Board.
Copy.

Willem Beeckman, Schepen of this City, requests my advice relative to a certain dispute between him, Beeckman, and Tomas Hall as Attornies of the interested, against Lourens Corn^s^ vander Wel, deft., brought before Burgomasters and Schepens of this City regarding a certain parcel of land, about 5 or 6 morgens large, lying within the Publick Enclosure near the Valley, beyond the Fresh Water, the deft. refusing and failing pro rata to maintain with others the common fence, maintaining, that he is not liable for the common fence, because he has a special groundbrief of the aforesaid 5 @ 6 morgens.

Our answer is: Special Groundbriefs are passed for all lands within the Common Enclosure and even if they were not, and the lands lay within the Common fence, that would excuse no one from maintaining the publick enclosure, or from defraying the charges necessary thereto, or aiding to defray the same. Therefore, it is necessary that the deft. Lourens Corn^s^ van der Wel, or whosoever has his share, or should hereafter obtain it, be ordered to construct his own part of the Common fence,

on pain of forfeiting his right and being condemned in the costs. Done at Fort Amsterdam in N. Netherland the 9th of May 1656. Was subscribed P. Stuyvesant.

By virtue of the aforegoing Acte, Lourens Corns vander Wel was ordered by the Court Messenger to construct his part of the common fence within the period of twice 24 hours after notice, on pain of losing his rights. Done the 9th May 1656. By order of Burgomasters and Schepens. Jacob Kip, Secretary.

Monday, 15th May 1656. In the City Hall. Present the W. Heeren, Allard Anthony, Oloff Stevensen, Johannes Pt: Verbrugge, Jacob Strycker, Jan Vinje, Willm Beeckman, and Hendrick Kip.

Claaes Pieters Kos, pltf. v/s Pieter Jansen, deft. Deft. in default. Pltf. appearing in Court demands payment of fl. 27. for hauling firewood, delivered to the City. The Honble Allard as Treasurer undertakes to satisfy pltf.

Mr Jacob Hend'k Vervanger, pltf. v/s Matys Capito, deft. Pltf. says, that deft. has in his possession certain rolled tobacco belonging to A. Keyser. Requests pursuant to assignment, that deft. shall be condemned to deliver said tobacco to him. Deft. requests payment, first, of fl. 117. 1. for monies disbursed on a/c of A. Keyser; acknowledges to have Keyser's tobacco, and not to have received it in payment, but to have the same twisted on halves. Pltf. replies: says, that A. Keyser satisfied the deft. for the aforesaid claim with an anker of brandy or Anise. Deft. acknowledges, that he released Keyser for 1 anker of brandy, on condition that he should immediately deliver it to him; but since that was not done, says that he is not now satisfied, but demands payment of his full due. Pltf. further demands delivery of the tobacco in order to sell it, and thereby to pay the pltf. and others what is owing to them so far as the money goes. Parties being heard, the Court orders, that Matys Capito shall deliver the tobacco he has of A Keyser, to pltf. to be sold for the benefit of the creditors, saving any action which he might have against the pltf. as att'y for A. Keyser.

Mr Jacob Hend'k Varvanger appears in Court requesting, whereas some clothing of A. Keyser are in the hands of David Frere, a Jew, in pledge for 5 beavers, which he owes him, that he may be authorized by

order of the Court to receive and said D: Frere be ordered, to give up, the said clothing, that the same may be sold for the benefit of the general creditors. The Court considering the request fair, order the aforesaid D: Frere to hand over to the Comparant M^r^ Jacob, the clothing of A: Keyser, which he has in pledge, on condition that he, Mr. Jacob, shall enter sufficient bail for, or pay to, the aforesaid Frere his debt of 5 beavers; and he was further authorized, to sell the clothing and whatever he has belonging to A. Keyser, by public vendue to the extent of A. Keyser's debts in this country.

Pieter Lambertsen, pltf. v/s Catalyntie van Beeck, deft. Pltf. complains, deft. has slandered him by saying, that he stole her tobacco whilst twisting it, which occurred in the presence of the boarders in the house. Deft. denying the slander, says pltf. twisted some tobacco for her, and that only 100 lbs. were obtained from 200 lbs., whereupon she spoke to him, as on other tobacco there was not so much waste. Parties being heard, the Court orders pltf. to prove his statement by the next session, inasmuch as it is denied by deft.

Cornelis Schut appeared in Court requesting an answer to the petition, which he again presents relative to the matter against Maria Verleth. Whereon was endorsed—Mary Verleth is ordered to deliver the books and papers appertaining to the a/c, into the hands of the appointed commissioners, within the period of 24 hours under a penalty of fl. 25 for the benefit of the Deaconry of this City.

Govert Loockermans, pltf. v/s Hend^k^ Pieters^n^ Kint in 't water, deft. Pltf. demands payment of fl. 506. 2. balance of a/c prosecuting the arrest issued against fl. 200. which deft. has to the good at Anna Keesen's. Requests that he may, provisionally, receive the same. Deft. requests copy of a/c, which pltf. delivers him in Court. Deft. promises to examine it and to pay, what belongs to pltf., but maintains, as he is a Burgher here, that his money is not liable to arrest, and therefore cannot be lifted. Parties being heard the Court decides, that the arrest is not valid according to the customs of our Fatherland; since deft. is a Burger*

* This is according to the Laws and Ordinances of the City of Amsterdam, Holland, which declared, that the goods of a Burgher of the City cannot be attached by any stranger, inhabitant or even another Burgher, as the purchase of Burgherrights protects the man against it, he being liable only to the ordinary proceedings in law for debt. *Rosebooms Recueil*, cxl., § 53. *Van Poorters haare Privilegien etc.*—B. F.

here, and cannot be proceeded against by arrest. The arrest was therefore discharged.

Jan Jacobsen, pltf. v/s Pieter Cornelissen, the Younger, deft. Pltf. demands payment of fl. 89. 14 for freight of goods brought to and from the South, according to general list and that with costs thereon. Deft. maintains, inasmuch as he had not settled about the freight previously, pltf. has charged too much; offers to pay, what is reasonable, according to the custom of trade. Parties being heard, the Court refer the case in question to two arbitrators, namely Paulus Leenderts vandie Grift and Govert Lookermans, to dispose of the same.

Luycas Eldertsen, pltf. v/s Jan van Leyden, deft. Deft. in default. Pltf. requests arrest, as deft. is about to leave. The Court decides, if he will leave, that he may be arrested, but since his wife remains here, he may be again summoned.

Jan Martyn, pltf. v/s Lodewyck Pos, deft. Pltf. demands payment of the sum of fl. 600, the balance remaining due on his house sold to deft. Deft. acknowledges the purchase made on the 21st May 1655, says he paid the first instalment, being fl. 200. on last St. John's day, and that he cannot yet obtain a bill of sale or receipt for his first pay; but he is prepared to pay the second instalment this current month of May upon receipt of the bill of sale and receipt. Pltf., Jan Martin claims the payment or delivery of the cows in the first instalment; requests that his witnesses might be heard. Jochem Beekman and Willem Jansen appearing in Court declare at the request of Jan Martyn, that they were at the purchase, and that it was fl. 600. in three payments the first in two Cows; the next, the present month of May, fl. 200.; the third and last pay in May 1657. Lodewyck Pos acknowledges the same; says he has paid the 1st instalment, and undertakes to pay the second instalment according to agreement, this week or, at furthest, this month, on condition that the bill of sale be made and receipt given for the instalment paid. Parties and witnesses being heard, the Court orders, that a written contract be made between the parties; that pltf. shall give a receipt to deft. for the first payment received and that Lodewyck, according to his offer and agreement, shall pay the second instalment in this present month of May.

Hendrick Hendricks as attorney for Maria Luyckersen, pltf. against Solomon La Scheer and Jacob van Couwenhoven, defts. Deft. Solomon

La Scheer only present. Pltf. requests, in his quality aforesaid, payment of fl. 505. 9. being balance of the purchase of a yacht, and whereas the time has expired fully six weeks, that defts. be condemned to pay within 24 hours, or that he be authorized to take the yacht back again. Deft. Solomon La Scheer maintains, that the buyer of the yacht, Sibrant Linthout ought to have first been prosecuted and execution issued against him; and if he could not pay, then they, defts, were answerable for the balance. But if the Court decides, that they, the bail, should pay, he requests to hold his guarantee against the pltf. aforesaid. The Court having seen the bailbond, in which Solomon La Scheer and Jacob van Couwenhoven have bound themselves as bail and co-principals to pay for Abram Linthout renouncing all benefits and exceptions; condemn the said deft. Soloman La Scheer, that he shall pay pltf. in his quality aforesaid, the remaining purchase-money, within 14 days from date; saving his recourse against whomsoever purchased the aforesaid Yacht, and might have again alienated it.

The free Traders within this City present a request to the Burgomasters and Schepens, wherein they demand the Burgomasters and Schepens to be pleased to obtain a repeal of the duty on exported wine and beer, inasmuch as the same tends to the ruin of trade, as further appears by the said petition. Whereupon having deliberated, it is Resolved that said request shall be communicated to the Director General and Council by the two Burgomasters and the presiding Schepen, to represent the consequences and if possible to obtain the removal of said duty.

Monday 22nd May 1656. In the City Hall. Present the W. Heeren Allard Anthony, Oloff. Stevensen, Joh: Pt: Verbrugge, Jacob Strycker, Jan Vinje, Will: Beeckman and Hendrick Kip.

Rachel van Tienhoven, pltf. v/s Rynier Ganckens, Mason, deft. Deft. in default.

Adriaen Blommart, pltf. v/s Solomon La Scheer, deft. F. Fyn as attorney of Adriaen Blommart according to procuration passed 19th May 1656. before Notary M. de Vos, appears in Court, demanding, in his quality aforesaid, payment of a balance of 8 beavers. Deft. acknowledges to owe only 6. beavers balance; saying that he paid, once 12 and once 6 ps beaver on the 24 beavers, which he owed, which he undertakes

to prove with Blommarts own hand. Parties being heard, deft. Solomon La Scheer is condemned to pay within 14 days from date, on condition of deducting whatever he shall prove to have paid.

Frs. Fyn, as atty for Ad^{r} Blommart, pltf. v/s Cornelis Jansen Coele, deft. Pltf. demands payment of fl. 100. 16. for certain capital advanced on half profit, according to handwriting dated 18th March 1651, passed by Corn^{s} Jansen Coele, in favor of Sieur Jan Blanck of Amsterdam; together with half advance due on the capital, prosecuting the arrest served in this case on the person of Corn^{s} Jansen Coele; requests that the same be declared valid. Deft. Cornelis Janssen Coele acknowledges handwriting and signature: says he sold the goods in Virginia, but that nothing was paid for them; promises to pay pltf. as soon as Jan Hakins shall bring the payment from Virginia. Parties being heard, the Court orders that deft. Cornelis Jans^{s} Coele shall render pltf. in his quality aforesaid, good and honest a/c, to whom and for how much he sold the goods, or failing therein, to pay the contents of his handwriting or note. Meanwhile the arrest was provisionally declared valid.

Luycas Eldertsen, pltf. v/s Jan Willemsen Iselsteyn,* deft. In case of arrest: deft. in default. Pltf. appears in Court complaining that deft. is gone beyond his arrest; demanding payment of fl. 20. for rent, with costs incurred herein. Deft. hands in a writing to Court relative to the case in dispute, which being read before pltf., he denies what is stated therein; demands that judgment be absolute since deft. went beyond his arrest. The Court finding, that deft. departed beyond his arrest, therefore condemn him to pay the aforesaid sum with the costs incurred thereon.

Isaack Kip, pltf. v/s Catalyntie Verbeeck, deft. Pltf. says, that deft. is remaining in the house of Gillis Pietersen † after May without having any further lease of the same. And whereas it is again leased to Paulus Schrick, requests that she be ordered to depart therefrom. Deft. requests inasmuch as she has summoned Paulus Schrick in the said case, that they be heard in Court together thereupon. P. Schrick appearing in

* Also called Jan van Leyden.

† From Gouda. He married Elsie Hendricks, dau. of Hendrick Jansen, tailor, from Amsterdam, July 6, 1642. Catalyntje, another daughter of Hendrick Jansen, became the wife of Isaac Kip, Febry. 8, 1653.

Court, says, that he took the house from Paulus Jacquet to xvi. May instant and that Catalyntie Verbeeck should reside so long with him; but that he took the house anew afterwards and that she consequently has no further lease of it, but was warned away. Catalyntie Verbeeck says, that P. Schrick has promised her, that she should remain in the house in case the owner therof did not come; which she undertakes to prove. Paulus Schrick denies the same. Therefore Catalyntie Verbeeck is ordered to prove, by the next Court day, that Schrick had made her the aforesaid promise.

At the request by petition of Barent Jansen Cool and Thomas Verdon, sworn beer carriers, relative to having, for themselves, the carrying of the wines from the Honble Company's Store—was endorsed—Inasmuch as the labor connected with carrying wine and beer to and from the W: Company's Store, does not concern the Burgomasters and Schepens, but the Director General and Council, the petitioners may address themselves to the same.

The Hon^ble^ Gen'l. Petrus Stuyvesant, pltf. contra Cornelis Schutt, deft. The deft. has most scandalously calumniated him, the pltf., in letters dated 3. 6. and 14 Nov^r^ 1654, sent to *Patria* to Sieur Nicolaes van Beeck, as appears by the copy of said letter, read by the General in Court before the deft. Pltf. requests that deft. Cornelis Schut shall prove, here, before the Court, what he has written in the aforesaid letters, or in default thereof be punished, as the Court may deem proper; and that he shall, provisionally, be ordered to produce forthwith his letter book or be placed in confinement. Deft. demands copy of the request and of the copy of the letter to answer thereunto in writing, denying the major part of what is stated in the letter, also that he has ever written or sent such letters. The case having been considered, the Court unanimously decides, that Secretary Kip shall immediately proceed to Corn^s^ Schut's house and bring into Court Cornelis Schut's letter book, and if no copies of the aforesaid letters be found in his letter book, then copy of the letters, exhibited in Court by the General, shall be delivered to Cornelis Schut, in order that he purge himself thereof. Secretary Kip returning states, that Cornelis Schut's nephew said and gave for answer, that his Uncle, Cornelis Schut, retained no letter book, nor any copy of letters, and that he has no letter book nor any minute thereof. The Hon^ble^

General requests, since Cornelis Schut, as before, denies having kept any letter book, and refuses to declare the same on oath, that Corn^{s} Schut shall be detained. The Court again decide, that the Secretary, the Court Messenger with two deputies from the Board, namely Will^{m} Beekman and Hend'k Kip shall forthwith repair to Cornelis Schut's house, and examine, if there be no letter book of aforesaid letters in the desk and among the papers. The Delegates with the Secretary and Court Messenger appear in Court and state, that after due examination they have not found any copy book of letters either in the desk or elsewhere, and that Corn^{s} Schut's nephew declares that no copy book of letters is kept in this country.

To the Worshipf^{l} Burgomasters and Schepens of the City Amsterdam in N. Netherland.

Whereas Cornelis Schut absolutely denies and declares that he has not written, nor caused to be written, directly nor indirectly either by himself or by any other person, the letters read before your Worships and afterwards handed to you, nor signed the same nor sent them to Sieur Nicolaes van Beeck; declaring also to your Worships, that he has not kept, nor caused to be kept any copy book of his letters, which he has written from here; I, therefore, request of the Burgomasters and Schepens, that the aforesaid Cornelis Schut shall confirm the same before your Court by oath, and moreover by further oath declare, that he has never written or caused to be written to Fatherland anything to the prejudice of me as Director General or of the government here, leaving him, however, free to declare and state, before you, what charges he may have against me or the Councillors to prove and vindicate the same before your Worships, or in case he refuse, that his person be detained, until he can produce other and additional proofs. Done, in Court this 22^{d} May 1656. Amsterd^{m} in N. Netherland. Was signed P. Stuyvesant.

Resolved by Burgomasters and Schepens that Cornelis Schut be heard under oath, pursuant to the request in writing of General Petrus Stuyvesant, on the following:—If he did not write, or cause to be written, or signed or cause to be signed the letters to Sieur Nicolaes van Beeck dated 3. 6. and 14 Nov 1654, whereof copies have been exhibited to him?

Cornelis Schut again appeared in Court, and having heard the proposition, refuses to swear thereto; but says that he has nothing to say to the

General, and that he never wrote, nor caused to be written the original of the exhibited letters.

Whereas Cornelis Schut denies having ever written, or caused to be written the letters, of which the Hon^ble^ General exhibited the copy in Court; and the Hon^ble^ General as pltf. has no other proof thereof, except the simple copy exhibited, the Court decides and orders, that deft., Cornelis Schut, shall remain confined to his own house, and be there detained by the Court Messenger, and that copies of the letters delivered to Court by the Hon^ble^ General shall be granted him thereunto to answer; and the Hon^ble^ General is ordered, as pltf. to produce his further proofs within three times twenty four hours from this date, when further disposition shall be made.

Tuesday 23^d^ May 1656. In the City Hall. Present the W: Heeren Allard Anthony, Oloff Stevensen, Joh: Vanbrugge, Jacob Strycker, Jan Vinje, Willem Beeckman, and Hendrick Kip.

The Hon^ble^ General requests in writing, that the Burgomasters and Schepens shall reconsider the case regarding Cornelis Schut's slanderous letters, for which purpose his Honor has demanded the meeting. Which written request having been read by the Honble. General, the Court take until tomorrow forenoon to deliberate on the demand, and then adjourned. Done, as above.

Wednesday, 24^th^ May 1656. In the City Hall. Present the W: Heeren Allard Anthony, Oloff Stevensen, Johan. Verbrugge, Jacob Strycker, Jan Vinje, Will^m^ Beekman and Hendrick Kip.

The decision of the 22^d^ May last on the accusation by the Honble Petrus Stuyvesant against Cornelis Schut, being reconsidered, on the further explanation and written petition of the Director; the Burgomasters and Schepens resolve to summon Corn^s^ Schut before the Court and to submit for his reflection the following points until to morrow at 6 o'Clock, then to answer them under oath, by Yea or Nay, to wit—If he did not write or cause to be written, or sign or cause to be signed the letters of the 3. 6 and 14 Nov. 1654 to Sieur Nicolaes van Beeck, copy whereof was exhibited in Court by the Director and placed in his, Schut's hands ?—2^ndly^ If he has not kept or caused to be kept here a copy or copy book of his letters from his arrival to the present day ?

Cornelis Schut appears in Court: the aforesaid being proposed to him, requests copy of the same, and promises to make known his intention regarding them tomorrow in writing and what he can declare about them under oath; he requests further, whereas he is the laughing stock and reproach of every body, whilst going to and returning from the Court under the guard of the Court Messenger, that he may be released under bail. The Court having deliberated thereupon, decides, that Cornelis Schut's detention cannot yet be altered, but it shall be taken into consideration tomorrow. Done 24 May 1656. Was signed, Allard Anthony, Oloff Stevensen, Johannes Van Brugh, Jacob Strycker, J. Vinje, Willem Beeckman and Hend'k Kip.

Thursday Morning, 25th May 1656. In the City Hall. Present the W: Heeren, Allard Anthony, Oloff Stevensen, Joh: Van Brugge, Jacob Strycker, Jan Vinje, Willem Beekman, and Hendrick Kip.

Resolved by Burgomasters and Schepens, that Cornelis Schut be brought into Court pursuant to the order made yesterday, and asked if he be inclined to swear to the preceding articles, and should he refuse, that then he be placed in close confinement, and the trial referred, with advice in the case to the Supreme Councillors, pursuant to instructions given to the Burgomasters and Schepens.

Cornelis Schut appears in Court: says he has reflected on taking his oath on the preceding points. But inasmuch as he is a vassal and the Heer Stuyvesant is a General, he is desirous that the matter may be settled by mediation, and for that purpose he has already sent Capt. Martin Krigier and Matewis de Vos to his Honor, acknowledging that he has truly written some things to Nicolaes van Beeck, but he does not know how much; requesting that Burgomasters and Schepens would be pleased also to address the Honble General thereupon in a body, and if possible, to effect the adjustment of the dispute.

Burgomasters and Schepens promise to do every thing in their power to settle the matter, and therefore resolve to address the Honble Lord General thereupon in a body. Done as above.

Copy.

To the Burgomasters and Schepens of the City Amsterdam in New Netherland.

Honorable Worships.

Capt. Martin Crigier and Matewis de Vos came to me this morning, requested and sent, as they declare, by Corn^{s} Schut with an offer of submission and acknowledgment of error before me and them relative to the past; and further ask, that I should not prosecute the matter to the uttermost, to the public defamation and dishonour of the deft. This I have refused, partly because the case was already depending before the Court; partly and principally because I have been defamed both in person and office, by his sinister and false accusations, not so much here as in Amsterdam; that the defamatory despatch, I believe on my honor was [seen] not only by some few, whom I know, but also by divers others, who do not know me as well, and therefore might entertain a bad opinion of me. Therefore, in my view of the case, the defamation and injury done me to the grievous damage of my honor, name and reputation being very public, the defence, revocation and reparation thereof ought to be made in public, at least before public men. This in short is the substance of their request and proposal to me, and of my answer to them, the truth whereof, the Burgomasters and Schepens, if they should think it necessary, can learn from the abovementioned Capt. Crigier and M: de Vos. In the meantime, to shew myself the more guiltless of accused malice and selfish revenge, I shall, by your Worships advice and resolution, content myself that he, the deft., without revocation and *in extremo gradu* shall submit and acknowledge his fault, and demand forgiveness for that writing, and in sincerity and manly truth declare before your Worships, whether he had any advisers for so defamatory a letter, or shewed the same, or a copy thereof, here to any person, or let it be read, and to whom; in order that we may, hereafter, take heed and be on our guard against such. Failing and refusing this, we confide ourselves to your Worships good justice, expecting which, I remain,

Honourable Worships,

Your affectionate Friend,

Signed,

P: Stuyvesant.

Amsterdam in N: Netherland 25 May 1656.

Cornelis Schut appeared before Burgomasters and the Presiding Schepen of this City, acknowledging and declaring, that what he wrote to

Sieur Nicolaes van Beeck in the letters, dated 3. 6. and 14 Nov: 1654, to the prejudice of the Hon^ble^ Director General Petrus Stuyvesant, was done against his Honor's innocence through hastiness, and that he is very sorry for it; declaring further that he has nothing to charge against the aforesaid General, with assurance, on the truth of a man, that he had no advisers to the writing of such a letter nor had shewn nor read the copy thereof to any person. Promising henceforth to avoid such calumnies. In testimony whereof is this signed with his own hand by the aforesaid C. Schut. This 27 May 1656. At Amsterdam in N. Netherland.

Was signed, Cornelis Schut.

We the undersigned, requested to act as intercessors in behalf of Cornelis Schut, relative to the accusation of the Hon^ble^ Director General Petrus Stuyvesant, regarding certain letters written to Sieur Nicolaes van Beeck in date 3. 6. and 14 Nov. 1654, having seen the offer made by the Hon^ble^ Director General to the Burgomasters and Schepens dated 25^th^ May last on the verbal request of Capt. Martin Krigier and Matewis de Vos, together with the acknowledgment and declaration of Corn^s^ Schut following thereon and signed, this day, in our presence, Decide that the Hon^ble^ Director General Petrus Stuyvesant shall be satisfied with the acknowledgment aforesaid without having any further claim or instituting any further suit; And that the aforesaid Cornelis Schut shall have to abstain henceforward from such like defamation, either oral or written. Done this 27 May Anno 1656. At Amsterdam in N. Netherland. Was signed, Allard Anthony, Oloff Stevensen, Johannes van Brugh.

In my presence, Jacob Kip, Secretary.

Tuesday, 30^th^ May 1656. In the City Hall. Present the W Heeren Allard Anthony, Oloff Stevensen, Joh. Van Brugge, Will: Beeckman and Hendrik Kip.

Copy.

The Director General and Council of New Netherland by and with the advice of the Burgomasters and Superior Burgher Officers hereby make known and warn every one that, from now henceforward, no person shall harbour any Indians by night between this and the Fresh Water, under the penalty of fl. 25. fine payable by each one, who shall hereafter harbour any Indian by night, without a note signed by the Director

General or Secretary. Thus done, in Fort Amsterdam in New Netherland. the 29 May 1656. Under Stood—

By order of the Hon^ble^ Direct^r^ Genl. and Council of N: Netherland.

C. V. Ruyven, Sec.

On 30^th^ May as above, is this preceding Ordinance published and affixed, after previous ringing of the bell, from the City Hall of this City.

Whereas it is reported, that the Hon^ble^ Cornelis van Tienhoven is dismissed from all his offices, which he is filling, as well under the Hon^ble^ Company as the Burghery, and we shall then have no Schout of this City, it is resolved and concluded that, as we are ignorant of the certainty thereof, we shall wait until the aforesaid Tienhoven shall return from the South, and if it be confirmed and certain that he, C. v. Tienhoven, is dismissed from all his offices, then shall we request by dutiful petition to the Director General and Council, that their Honors would appoint a Sheriff from the Burghery, pursuant to previous petitions presented thereon by the Commonalty and Burgomasters and Schepens, and approval of the Hon^ble^ Company expressed thereof that we should have a City Sheriff from the Burghery. Done as above.

Whereas Jan Geraerdy, free trader here, has been at law before our Court in the month of March last with Sieurs Andrew and Roger Kilvert, traders in the galiot called *L'Esperance* relative to a dispute or payment of certain tobacco; the which being referred to arbitrators is so far disposed of, that they, Kilverts, on their side, are to enter here sufficient bail for the payment of the tobacco which, by settlement, is belonging to aforesaid Geraerdy; as more fully appears by the papers thereof. Now it is so, that the above named Kilverts have not only failed to enter bail here, pursuant to the said decision and order thereupon, but have also presumed, notwithstanding legal and due arrest served herein on persons and galiot, to depart with aforesaid galiot without affording any satisfaction to the aforesaid Geraerdy. Therefore said Geraerdy requests our favorable recommendation to all Governors, Magistrates, and Commanders to assist him in his legal proceedings for the recovery of his property with damages and interest lost and to be incurred, so that he may obtain right and justice: Which we cannot refuse him; Requesting therefore, hereby all Governors, Magistrates and Commanders, to whom

these may be shewn, to be pleased to assist and aid the aforesaid Jan Geraerdy, or his attorney in this his right, which done we shall deem ourselves bound to reciprocate the same in similar and like occasions. Done this 30th May 1656. Given in our Court at the City Hall in the City of Amsterdam in New Netherland.

To the Hon^ble^ Director General and Council^rs^ of N. Netherl^d^

The Burgomasters and Schepens of the City of Amsterdam in New Netherland make known with all duty and respect:—

That they are certainly informed that the Hon^ble^ Corn^s^ Van Tienhoven is dismissed by the Lords Patroons of this Province from the Offices, which he has filled in this Country, and, consequently, also from the Sheriffalty of this City which he likewise filled to this date. And remembering, that the Rt. Hon^ble^ Directors of the West India Company, Chamber at Amsterdam, the Lords and Patroons of this province have been pleased, by their letters (at the request both of the Commonalty and your petitioners' predecessors) of date 18th May 1654. to order, that the duties of the Sheriffalty of this City should be seperated from the office of Fiscal, as appears by the copy thereof hereunto annexed.

Therefore the petitioners hereby respectfully request your Honours (as the Hon^ble^ Cornelis Van Tienhoven is dismissed from all his offices), that you would please to appoint, pursuant to said instructions, an honorable, learned and fit person from among the Burghery or inhabitants here as Sheriff of this City, whereby Justice shall be maintained and the prosperity of this first, or now begun City shall be more and more advanced

Awaiting hereof Your Lordships favorable disposition, we remain your faithful Servants

The Burgomasters and Schepens of the City of Amsterdam in New Netherland.

By order of the same,

Jacob Kip, Secretary.

The Direct^r^ General and Council reflecting on the last order, advice and instructions of the Lords Directors of date 26 April of last year 1655, in which the Honble Lords Patroons advise, that the Sheriffalty of this City be provisionally discharged by the Fiscal; Therefore, the Director General and Council cannot seperate them with^t^ being countermanded, at least without further advice and information from the Hon^ble^ Lords

Directors. Done Fort Amsterdam in New Netherland this 7. June 1656 was signed. P. Stuyvesant. Undersigned, By order of the Rt. Hon^ble^ Director General and Council of New Netherland.

C. V. Ruyven, Secretary.

Extraordinary Meeting holden on Wednesday the 7^th^ June 1656. In the City Hall. Present Allard Anthony, Oloff Stevensen, Jacob Strycker, Jan Vinje, Will^m^ Beekman, and Hendrik Kip.

James Lesley, pltf. v/s Nicolaes Boodt, deft. Pltf. demands payment of £160. Sterling English, a balance, which is coming to him from deft. for the share of the sale of the ship *King David*, whereupon he has received fl. 701. Deft. says, he owes according to Note only fl. 1600. Thereof, according to receipt standing therefor, he has paid fl. 701. and offers to pay the remaining Nine hundred, less one guilder; on condition, that the 2270 lbs. tobacco delivered to pltf. shall be previously restored to him, besides 2509 lbs. more of tobacco, which are due him on settlement of a/c. Pltf. replying says, that deft. owes no 1600 gl. but £160 St'g. according to declaration and acknowledges to have truly borrowed 2270 lbs. of tobacco from deft. in Virginia and apart from this to owe 2509 lbs.; but that he has already assigned the obligation and that the tobacco must first be paid in Virginia with the next crop; Offering to allow the tobacco to count as an offsett at the price current here, which is 6 stiv: per lb. or to give deft. security for the payment in Virginia. Deft. answers: denies expressly, that he agreed to wait for the aforesaid tobacco to the next harvest; and is not bound to receive the tobacco here at 6 stivers per lb., but offers, if pltf. deliver him the tobacco here, to pay according to usage the expence accruing thereon from freight etc. and to pay pltf. immediately the balance of the money for sale of the little ship, or otherwise to enter sufficient bail for the payment of the balance of the Note after receiving satisfaction for his claim. The Court having heard the demand and answer of parties and examined the obligation produced by pltf. find that the note does not mention any pounds Sterling but only Sixteen hundred guilders, whereof fl. 701. are already received in part payment. They, therefore, decide, that N. Boot, the deft., can liquidate by the payment of fl. 1600. according to obligation. And since no time is mentioned in the aforesaid obligation for payment, they order parties on both sides

to give sufficient security for the payment of their aforesaid respective debts. Done, as above, in Court. Absent Johan. Verbrugge.

The Hon^ble^ President Allard Anthony proposes whether it be not proper to write to *Patria*, to the Hon^ble^ Company and the City by the Ships *the Balance* and *Dolphin* now on the eve of sailing. Whereupon the question having been put, it was decided, if any thing were written, that the last received letter of the Hon^ble^ Company should principally be answered and the condition of affairs here explained; otherwise, it is not expedient to write.

Cornelius van Tienhoven appears in Court of the Burgomasters and Schepens of the City Amsterdam in New Netherland:—Relating, that the Hon^ble^ Patroons have been pleased to discharge him from his offices and dignity, which he filled to the present time in this country, and whereas he has served also as Sheriff of this City; he requests of Burgomasters and Schepens, as he is now dismissed, if their Honors had any thing to say relative to the performance of his duties as Sheriff during the time he filled that office, that their Honors would be pleased to communicate the same, that he may purge himself therefrom: If not, that their Honors would be pleased to grant him a formal Acte as to his deportment in the execution of his duty as Sheriff.

Whereon the question being put, it was unanimously resolved, that they have nothing to say against the person of Corn^s^ Van Tienhoven as to the office, which as Sheriff he had filled; but on the contrary, thank him for his services rendered for the good of this City. Done in Court of Burgomasters and Schepens (absent Johan^s^ Pt^r^ Verbrugge) of this City of Amsterdam in N. Netherland this 7 June 1656. And this extract is confirmed by the Hon^ble^ President with the City Seal.

Tuesday, 13^th^ June 1656. In the City Hall. Extraordinary Meeting holden at the City Hall. Present the W: Heeren Allard Anthony, Oloff Stevensen, Jacob Strycker, Jan Vinje, Will^m^ Beeckman, and Hendrick Kip.

Willem Mischel, pltf. v/s Tomas Willemsen, deft. Pltf. demands, whereas deft. has arrested him here, that he shall give reasons for the arrest. Deft. Tomas Willemsen says, he has arrested pltf., because the crew have arrested him as skipper of pltf's Ship, for payment of their

wages, because they were shipped by him to sail according to contract and now, another skipper being appointed, the voyage cannot be prosecuted according to contract, requesting, that pltf. shall be condemned to pay him and to secure the crew shipped by him, in their wages, and to free him from the same. Pltf. answering says, he is not bound to pay the sailors before they return to England, where their time and engagement first expire, and he is not liable to give further security merely on an arrest without judgment. Tomas Willemsen replies: says that pltf. Michel is obliged by contract, under bond of 300 pounds St'g., for the fulfillment of the voyage, and is therefore bound, now he has discharged him, and put another in his place, to give security to the sailors, that the voyage shall be prosecuted according to contract, and they be paid as shipped, and he be exonerated. Pltf. Michel denies, that he discharged deft., T. Willemsen, or engaged another; but says, that T. Willemsen himself requested to leave the ship here, and on this condition he spoke to the carpenter, without, however, having contracted with him. The carpenter, being heard in Court thereupon at the request of T. Willemsen, declares, that W. Michell had said to him, he should take him as skipper in case T. Willemsen should leave the ship; but he was not engaged nor agreed with. The boatswain and N. appeared also in Court; request that the skipper shall give them security for their wages and fulfillment of the contract: offer to declare under oath, that the carpenter said, he was skipper, and had already engaged a crew to sail, on their arrival at Virginia, from thence to Barbadoes. Pltf. answers to the Statements of the Sailors, that could not tend to his prejudice, though the carpenter might well have said so; but offers to declare, under oath, that he has made no final agreement. The Court having heard the demand and examined the answer as far as the same is material, have declared the arrest invalid; and order, furthermore, should pltf. Michel and deft. Willemsen discharge each other from the contract, that Michel is then bound in place of the skipper Willems to give security to the sailors for their wages, and parties were condemned each to half the costs herein.

On the 15. June 5 whole beavers are brought by M[r] Jacob Hendrik Varvanger in consignment for the payment of David Frere's claim against Adrian Keyser.

Monday, 19 June 1656. In the City Hall. Present the Heeren Allard Anthony, Oloff Stevensen, and Hendrik Kip. Jacob Strycker and Willem Beeckman are at Fort Orange. Joh. Verbrugge, and Jan Vinje, absent.

Sybout Clasen, Jacob Steendam, Adolf Pietersen, Sybrant Jansen, Adriaen Blommart and Jacob Schellinger appear in Court as neighbours, requesting, whereas they are ordered by previous resolution to construct the sheet piling before their lots near the City Hall on the Strand, and they are unanimously disposed to execute the same, and whereas no person comes forward or speaks for the lot of Jochem Pt^r. Kuyter deceased, that the Court will be pleased to provide therefor or to pay and appear, according to order, for the same; and further that the survey of the slip and their houses and gardens may be confirmed.

The request being found just, the petitioners were ordered to proceed with the work and Secretary Kip, as Vendue Master of the property of the deceased, is ordered to pay the expenses as far as the same apply to the lot of the late Jochem Pt^ers. Kuyter, as well as his share, which shall have preference over others. Further Resolved that the Street Inspectors are ordered to complete, with all diligence, the survey of the sheet piling, houses and lots; but inasmuch as Jacob Schellingers house lies in the canal and on the road, resolved that he have notice not to proceed any further with his house.

Jacob Barsimsom, pltf. v/s Allard Anthony, as Attorney for Jacob Jansen Huys, deft. Pltf. appears in Court, presenting a written petition in which he prosecutes the arrest of the effects, which deft., as att'y aforesaid, has in his hands. Whereon is endorsed—Whereas the Hon^ble Allard Anthony as attorney of Jacob Jansen Huys requests copy of the demand thereunto to answer in writing by the next Court day, the same is granted to him, and the arrest is in the meanwhile declared valid. Done as above.

Jan Gerritsen Brouwer, pltf. v/s Pieter Van der Linde, deft. Deft. in default. Because deft., as inspector, first marked a hogshead of tobacco as good, and afterwards marked it, not good. Whereas deft. is absent, default was granted.

Jan Martyn appears in Court, exhibiting the judgment against Lodewyck Pos, with the statement of the Court Messenger that he fails to

pay. Whereon is ordered:—On the petition of Jan Martyn, the Bailiff is authorized to levy execution.

Adriaen Blommart, pltf. v/s Jacob Hendrik Varvanger, deft. Pltf. says he received from deft. a box of Zeewan for fl. 142:3. And that only fl. 100 were found therein; requests that what has fallen short may be made good. Deft. acknowledges, that he delivered a box to pltf. and did not know, but there was that amount in it; says pltf's wife took some out. But if pltf. will declare, that he did not lessen the Zeewan or give any out of it, he offers to pay the same, saying he received it so counted from the Zeewan-Stringers, leaving it to the judgment of the Court. Pltf. Blommart offers to drop the case, if deft. will declare on oath, that there was so much Zeewan; acknowledges, that he counted out fl. 8. 16. and when the whole was counted by his wife, that it came fl. 42:3 short; but offers in addition to his wife's declaration on Oath, his own declaration, that it was not diminished. M^r^ Jacob, as *Pltff.*, * being asked, whether he will swear, that there was fl. 142:3. in it, says he can swear nothing about it. The Court having seen and heard parties and declaration besides offer of oath, condemn deft. M^r^ Jacob Varvanger to pay pltf. the fl. 42. 3 which are found short.

Warnaer Wessels, pltf. v/s Michel Jansen, deft. Pltf. demands payment of balance of fl. 443. 17. for purchase of a pipe of sack and excise. Deft. acknowledges the same; requesting inasmuch as the wine is not yet sold, and consequently he has not had any pay, that pltf. will be pleased to receive the wine in payment, or otherwise grant time. Pltf. says, he is not inclined nor bound to take the wine back; requests payment; offers still another year. Deft. requests a year's time, then assuredly to pay in Zeewan. Whereupon parties are mutually agreed in Court, that payment shall be made precisely in the next month of March or April in good tobacco, wherewith, for the present, they are friends.

The Hon^ble^ Jan Vinje, present.

Jacob Willemsen, pltf. v/s Anthony Jansen Van Vaes, deft. Deft. in default.

Hend'k Ptrsen *Kint in 't Water*, pltf. v/s Egbert Woutersen, deft. Pltf. demands payment of 250 gl. Deft. says, he has paid the same in full at pltf's request to Govert Loockermans for the use of his land; and

* Thus in the original. Ought to be "Deft."

as Govert Loockermans says, he received only 200 gl. in 4 payments and the remaining fl. 50 do not appear on his books, offers to pay, anew, the balance of fl. 50., if he Loockermans will declare under oath that he has not received the same. Wherefore pltf. is nonsuited.

Egbert Woutersen, pltf. v/s Govert Loockermans, deft. Deft. in default. The Court permitted and ordered pltf. to summon deft. aforesaid again.

Joseph Itbrie, ptf. v/s Tomas Willemsen, deft. In case of arrest. Pltf. requests, that deft. be condemned to pay him his wages earned on board the ship the *Comfort*, as he deft., as skipper, has engaged him. Deft. exhibits full acquittance and release from all claims granted by the Capt. of the Ship, W. Michel, and maintains, that pltf. must look to said Capt. Michel for his earned wages, since he, Capt. Michel will take him, pltf., in his place as skipper, and he knew that he, deft., had left the ship. Parties being heard, the Court pronounced the arrest invalid against deft., since pltf. himself declared, at the last extraordinary meeting, that he, provisionally, had agreed with Capt Michel, as the skipper was to leave the ship, that he should go therein, and deft. T. Willems has final discharge from Capt. Michel. But it was understood, that pltf. Joseph Itbrie should have his guarantee against Capt Michel or his attorney.

Hendrick van Dyck as Att'y for his son in law Nicolaes Meyer, pltf. v/s Mary and Jan Geraerdy, defts. Pltf. demands, that deft. be condemned to pay him the sum of fl. 539. 6. in good Virginia tobacco, which pltf. shall mark as good on his own inspection, such being due him by virtue of an obligation and settlement, and that with costs, damages and interest thereon, inasmuch as the aforesaid amount according to the obligation aforesaid should have been paid before the sailing of the ship New Amsterdam, which was not done. Deft. Jan Geraerdy acknowledging the debt says he offered the tobacco to pltf. Meyer, which he would not receive here, notwithstanding which he afterwards delivered it to Cornelis Steenwyck as good; offers, still, pay in tobacco, which he has, if not at 6 stiv. let it be at 4 @ 5 stiv: according to its value. Pltf. says, he is not satisfied with such tobacco, but says, if it only be tobacco, which is inspected, he promises to receive it. Deft. Mary Geraerdy says, she is bail only for payment in Zeewan. Pltf. says, notwithstanding the time has

long since expired, if deft. will forthwith pay the same in Zeewan, he will accept it.

Deft. Jan Geraerdy offers to pay now with an assignment on the Company for fl. 251. 12 and the balance in 6 weeks. Pltf. says, he is not satisfied with that, and requests payment according to obligation. Parties being heard, the Court orders deft. to pay pltf. within 6 weeks from date according to obligation.

Cornelia Schellinger, pltf. v/s Tryntie van Engelen, deft. Pltf. says that deft. holds her mother's ox in arrest on Staten Island without any reason; protesting therefore, over all costs, damages and interest already suffered or hereafter incurred. Deft. answers, that she arrested the ox, because she must have, as widow of Arent van Engelen, from Jannekin Melyn, fl. 66. 6. and for Jan Gerritsen dec^{d} fl. 130. and if this be paid she is willing to restore the ox. Pltf. replying says, that deft. never came to a settlement according to order of the Court and as to the pretended fl. 130. maintains, it to be unfounded, inasmuch as she refused, before the Court, to pay for Jan Gerritsen dec^{d}. Deft. in answer says, whereas she applied for payment of the ox to the Lord Vander Capellen, that she also may seek her recourse, as she has done. Parties being heard, the arrest was provisionally declared valid, and they were ordered to settle either by themselves or before arbitrators.

Cornelia Schellinger, pltf. v/s Teunis the Mason, deft. Pltf. says that deft. undertook to build her chimney, and whereas she is in danger of fire or misfortune therefrom, requests that he be ordered to erect the chimney according to contract, or pay what he owes her,—fl. 35. Deft's wife appears in Court, acknowledges that her husband undertook the job, but cannot now execute it nor pay the debt. Parties being heard, deft. is ordered to pay pltf. what he owes her, within six weeks from date.

Caspar Steynmets' Wife in absence of her husband, pltf. v/s Cornelis Tysen and Cornelis Jansen, Wood Sawyers, defts. Pltf. demands payment of fl. 63. 13. from Cornelis Jansen according to a/c; requests, that the arrest in this case served on the monies in the hands of Joh: Verbrugge, shall be declared valid. Deft. Corn^{s} Jansen appearing in Court acknowledges the debts of both; says, they were not asked for the payment and that it was not due nor promised before the delivery of the work, which he undertook for Joh: Verbrugge. Consents to the arrest.

Whereas defts do not deny the debt and even accept the arrest, the Court have declared it valid.

Cornelis Jansen, Woodsawyer, pltf. v/s Cornelis Aertsen, deft. Deft. in default. Pltf. appears in Court. Whereas deft. fails to pay him according to judgment dated 1st May last, he requests the Court to give orders, that he may be paid. The request being deemed just, the Bailiff was authorized to execute aforesaid judgment.

Pieter Jansen, pltf. v/s Rynier Wisselpenningh, deft. Deft. in default.

Jan Danielsen, pltf. v/s Lourens Cornelis Vander Wel, deft. Pltf. demands restitution of 8 beavers and 1 otter which deft., according to handwriting, received from the Swedish clergyman,* and delivered only 14 lbs. powder therefor. Deft. acknowledges, according to handwriting, to have recd 8 beavers and 1 otter from the Clergyman of the Swedes to buy certain goods for him, and says he bought and sent only few goods for them, but should the Court decide, that the handwriting is sufficient without procuration or transfer, offers to give an a/c of what he purchased and restitution of the remainder. Parties being heard, the Court decides, inasmuch as pltf. exhibits no procuration nor transfer of the Note, that he shall write for the same; and if he exhibits the same, or otherwise enters bail for all further demands, deft. is condemned to a/c to pltf. for what he bought and give up the surplus to him.

Pieter Jacobsen Marius, pltf. v/s Jacob van Couwenhoven, and Wolfert Gerritsen, defts. Pltf. demands payment of fl. 2587. 10 in tobacco or beavers according to Jacob van Couwenhoven's note and mortgage passed by Wolfert Gerritsen, which expired last May. Deft. Jacob van Couwenhoven acknowledges the debt, and Wolfert Gerritsen acknowledges to be bail; says he has not yet been able to pay, because no payment has come from Virginia and other places; requests merely 2 @ 3 weeks time for a part, and promises to do his best for the full payment, with offer of due interest; requests respectfully, that execution be not yet issued. Pltf. says he will willingly wait a week or two, but since he is

* A list of these clergymen will be found in Memoirs of Penna Hist. Soc., vol. iii., part 1., p. 109. The one referred to here was probably the Rev. Lawrence Lock, pastor at Fort Christina, now Wilmington, Del., until 1688, when he died. *Acrelius*, 199. —B. F.

obliged to pay others, he must then be assured. Exhibiting by note and Acte of bail that, to the present time, he had waited in the hope of payment and on good promises. Parties being heard and the Note and bail bond being examined, the Court condemn defts to pay pltf. his remaining debt in full according to obligation and mortgage, for which six weeks from this date were yet granted him. And in case they should not have paid in full by that time, the Bailiff is authorized to levy immediate execution.

Mary Jores, pltf. v/s Jacob van Couwenhoven, deft. Pltf. demands payment of fl. 195. 4 according to a/c or that deft. shall satisfy his brother Pieter v. Couwenhoven and give an order on him. Deft. acknowledges the debt; says he will willingly pay his brother, but is not bound to give an order on him. Parties being heard, deft. Jacob van Couwenhoven was condemned to pay pltf. or his order or to satisfy his brother.

Cornelis v. Langevelt, pltf. v/s Jan Geraerdy, deft. In case of arrest. Pltf. demands payment of a certain half of a bark which he and deft. had in partnership, and was alienated by the deft. without satisfying him, as was formerly in dispute: Also satisfaction for having been abandoned last harvest by the deft. at the North, when he should have taken him on board. Deft. says, that all that was unsettled between him and pltf. was disposed of by arbitrators, viz: Joh: Pt^r Verbrugge and Cornelis Steenwyck, and that pltf. is not justified either in that, nor in having been left at the North. Parties being heard, the arrest was declared invalid, and deft. was ordered to prove by the decision of arbitrators, that the question of the yacht was disposed of, and to deliver to pltf. his proofs and writings in Dutch, by the next Court day.

David Frere, pltf. v/s Claes de Ruyter's Wife and Harmen Dowesen, defts. Defts all in default.

Willem Pietersen, pltf. v/s Dirck Claesen Pottebaer, deft. Deft. in default.

Jan Gerritsen, pltf. v/s Solomon La Scheer, deft. Deft. in default. For payment of his monthly wages on deft's yacht. And whereas he, deft., being absent, requests delay until his return from Fort Orange, the matter was postponed to deft's arrival.

Pieter Jacobsen Buys and Jacob Calf, as attornies for Cornelis Schut according to procuration executed before Notary M: de Vos. and certain

witnesses, pltfs v/s Judith Varleth, wife of Caspar Varleth, deft. In case of arrest. Pltf's demand, in their quality aforesaid, payment of fl. 747. 2. according to extract of a/c and fl. 67. 8. on note, for goods received by dec^{d} Joh: van Beeck; request, that the arrest served on the person of deft. shall be declared valid, until she shall have paid or given sufficient security. Deft. says, she knows nothing of the matter and neither acknowledges nor denies the debt; only knows well that the note for fl. 67. 8. is her husband's handwriting, but must speak to her husband about the one and the other. Maintains, that she is not liable to give bail. Parties being heard the Court declares the arrest valid until deft. shall have given sufficient bail for pltf's claim, or prove that the goods were not received; and if received, when and how paid for.

Pieter Schabanck as att'y for Joost Van Beeck, pltf. v/s Augustyn Heermans, deft. Pltf. says, deft. delivered 4 hogsheads of tobacco to Joost van Beeck, which were then inspected and received, and whereas the tobacco was found afterwards to be neither good nor merchantable, requests, that deft. be condemned to deliver him other merchantable tobacco instead. Deft. maintains, whereas he delivered the tobacco to Joost van Beeck as inspected, and it was weighed and received at the scales by the aforesaid van Beeck, as pltf. himself admits, he is not bound to change or to give better tobacco; demands, as an offsett, from P. Schabanck as att'y for Joost van Beeck, repayment for two negresses, who were bought from Joost van Beeck as sound, though they were all sick on shipboard, and one died that same day and the other in Virginia. Pt^{r} Schabanck answers, that he is ignorant thereof; maintains, if he had any action against pltf., he ought to have instituted the same before J. v. Beeck's departure; demands payment of the tobacco remaining due. Parties being heard, the Court decides and orders, that pltf. Schabanck shall retain the tobacco in dispute, since the same was received, weighed and accepted according to inspection, but he is at liberty to institute his action against the Inspector. As regards the negress, it was decided and ordered, for reasons alleged, that Augustyn Heerman shall have no claim therefor, but be condemned to pay the remainder of the tobacco, when P. Schabanck shall give him proper acquittance.

Pt^{r} Schabanck, pltf. v/s Mr. Isaack Allerton Sen^{r} deft. Pltf. as att'y for Joost van Beeck demands that deft. shall be condemned as bail for

Edward Scharborgh to pay the sum of fl. 3480 in tobacco according to settlement of a/c as the time has expired. Deft. requests copy of the demand and time until the next Court day to answer, inasmuch as he is not alone but co-security with another. The W Court grants deft. Isaac Allerton his request to have a Copy of the demand and time to answer thereto until next Court day.

Jan Rutgersen appears in Court and requests orally, as he also has asked by petition, that he be appointed and commissioned Sworn Measurer of Grain, and since the Court is not complete, petitioner was, provisionally, allowed to undertake the aforesaid office, for which he petitioned and to ask for the confirmation therein at the full Court, when further disposition shall be made thereon.

Mr. Jacob Hend'k Varvanger appears in Court, exhibiting the return of the Court Messenger to the judgment obtained, on the 15 May last, against Matys Capito; requesting that the Court will be pleased to order Matys Capito to deliver the tobacco without he, the Comparant, giving any bond as Capito claims for the payment. Disposal:—The Court orders, at the request of Mr. Jacob H. Varvanger, that Matys shall deliver the tobacco, which he has on hand belonging to A. Keyser, according to previous judgment, or, in default thereof, the Bailiff is ordered to levy execution.

M^{r} Jacob Hendrick Varvanger appears in Court, stating that pursuant to the order of the Court he had offered to David Frere the 5 beavers, which A: Keyser owes to said Frere, who refused them, saying he wants to be paid in Zeewan at 12 gl. the beaver, or otherwise he will not let the clothing go. Whereupon the petit^{r} has deposited the 5 beavers; requesting the Court will be pleased to constrain the aforesaid Frere to give up the clothing. Whereupon is endorsed:—Whereas Mr. Jacob H. Varvanger has deposited with the Secretary of this City the 5 beavers, which are due from A Keyser to David Frere, and the same are found merchantable, the said Frere was ordered to deliver to Mr. Jacob Varvanger A. Keyser's clothing, which he has in pawn; and if Frere shall remain in default, the Bailiff is authorized to levy execution.

Charles Morgan appears in Court, stating that he gave skipper Willem Tomasen dec^{d} his a/c of earnings from the Hon^{ble} Company to be received in Holland, and whereas said Skipper Willem Tomassen

being dead, and he now has received neither a/c. nor money, nor goods, requests permission to reclaim the house, means and effects. Petitioner was ordered to exhibit his proofs, and to summon thereupon the attorney of skipper Willem dec^{d}

Charles Arter appearing in Court says, he also gave skipper Willem Tomassen 24 beavers to buy some goods in Holland, as appears by handwriting, and whereas now in consequence of death he has received neither goods nor beavers, requests authority to come on his guarantee. The W Court decides, that petit^{r} shall cause Jan Reyyersen and Johan Verbrugge to be summoned as attornies on behalf of the widow of skipper Willem, and bring forward his claim.

M^{r} Isaack Allerton appears at the Secretary's office and declares himself bail for Richard Hanefoort in the case of about fl. 50. which Rendell Huwit claims. Done the 17th June 1656.

Monday, 26 June 1656. In the City Hall. Present the W: Heeren, Allard Anthony, Oloff Stevensen, Johannes Verbrugge, Jan Vinje, and Hendrick Kip. Strycker and Beeckman at Fort Orange.

The Hon^{ble} Nicasius de Silla appears in Court exhibiting the following Acte from the Director General and Council. Whereupon he took his seat, as Sheriff, next to the President, between both Burgomasters.
Copy.

The office of Sheriff of this City has become vacant by the dismissal of the fiscal Cornelis van Tienhoven, by order and instructions of the Lords Directors, which office was provisionally filled by him. It being, notwithstanding, necessary that the same be supplied for the promotion of justice, the Director General and Council have considered it best, in order to make the least disturbance, to allow the aforesaid office of Sheriff to be filled until further order, as it has been hitherto filled and attended to, by the Fiscaal Nicasius de Silla. Therefore Burgomasters and Schepens are hereby requested and also charged to receive the said Nicasie de Sille on their bench; to allow him seat and vote as the aforesaid Cornelis van Tienhoven has enjoyed in said quality; and all that, until it shall be otherwise amplified or ordered therein by the Hon^{ble} Lords Directors or by the Director General and Council as their Agents. Thus done in the Assembly of the Hon^{ble} Director Gen'l and Council held in

Fort Amsterdam, in New Netherland, the 26 June Anno 1656. Was signed, P. Stuyvesant.
Under Stood;

By order of the Honble Lord Dirct Gen'l and Council,
Signed, C. V. Ruyven, Secr

Walewyn van der Veen, pltf. v/s Allard Anthony, deft. Pltf. requests, that deft. be condemned as appointed administrator of the effects of Benjamin Van de Water decd his, pltf's predecessor, to render unto him due a/c, proof and *reliqua* of his administration. The deft. Allard Anthony excepting, maintains, whereas he is requested by letters written by pltf. himself and one Glimmert co-Partner in the capital, dated 23 and 29 Nov. 1654, to send the returns of the aforesaid capital to the above named Glimmert and thereupon he promised the same by his clerk; that he is not accountable to pltf., but to the aforesaid Glimmert; requesting copy of pltf's demand. Parties being heard the Court orders pltf. to furnish deft. with a copy of his procuration, to enter his demand in writing, and grant deft. copy thereof, thereon to answer in writing by the next Court day.

Jan Vinje, pltf. v/s Frans Clasen, deft. Pltf. says he found, last Saturday, deft's son with 3 @ 4 other school boys among his peas and corn,* and whereas they did much damage there by their footprints etc. and having spoken to the deft. thereupon who is obstinate and gave much abusive talk, requests reparation of the loss on valuation of arbitrators. Deft. says, he is ignorant that his son and school mates had been in pltf's corn, or had done any damage there, saying that pltf. beat his son with a stick black and blue, maintains he is not liable for any loss, as it does not appear, that his son and the boys did any damage. Pltf. proves by the declaration of two persons, that he found deft's son and boys among the peas and hunted them away. Therefore the Court commissions Fredrick Lubbertsen and Egbert Woutersen to inspect the damage, within twice 24 hours, and after valuation to deliver their advice to the Burgomasters and Schepens.

David Frere, pltf. v/s Claes Jansen Ruyter's Wife and Harmen Douwesen, defts. Deft. Claes d' Ruyter's wife only present. Pltf. demands payment of fl. 400 in peltries according to obligation. Deft.

* This "pea patch" was lying between Wall Str. and Maiden Lane.

acknowledges the debt, says she offered pltf. payment, but that he will not accept any other payment but elks'-hides of 20 @ 24 lb. each and such like, which cannot be had, and says, she gave him the deed of her lot, her furniture &c in pledge, offers with the arrival of her husband's yacht, which will now come in 5 @ 6 days, to pay him in Zeewan at 10 gl. for one beaver; claims damages for glasses and a tree broken by the pltf. Parties being heard, deft. is condemned to pay pltf. according to obligation within 3 weeks from date, saving her action which she may institute.

Jan Gerritsen Brouwer, pltf. v/s Pieter van Linde, deft. Because the deft., as Inspector, first marked a certain hogshead of tobacco good, and afterwards again marked it bad. Requests, that deft. be condemned to make the same good. Deft. says he inspected a certain hogshead of tobacco at the request of an Englishman on the 29th April, and again inspected tobacco, at the request of pltf., on 15th of June last, and then found one not good; but does not know, whether it be the same tobacco; and that it was subject to many accidents; declaring that he inspected the same according to his instruction and sworn oath; maintains that he is not liable to any reparation. Parties being heard, the Court declares, that inasmuch as the Inspector is appointed by the Director General and Council, the matter concerns the Director General and Council either to correct the Inspector or absolve him. Therefore were parties referred to the same.

Willem Pietersen de Groot, pltf. v/s Dirck Claesen, the Pot baker, deft. Pltf. says, that he bought from deft. his a/c, of what he earned from the Honble Company and accepted the same in payment for the lot lying by the Fresh Water,* sold to him, requesting delivery of said a/c. Deft. acknowledges to have sold his last a/c to the pltf. Willem Pietersen, but says he was in treaty with another, who is now gone to the South, about the said a/c., but has not finally agreed nor sold it, and therefore he has not the a/c now on hand, but is ready to deliver it to whomsoever the Court considers to be best entitled to it. Parties being heard, the Court decided since the deft. sold the final a/c to pltf. Willem Pietersen,

* De Groot to Claesen. The lot by the Freshwater here mentioned ran along the East river obliquely from the present junction of Roosevelt and Cherry Streets to Ferry Street. *Hoffman*, Estates and Rights, 2, 230, 231; *Valentine*, Manual, 1861, 577, 595. —B. F.

that he is bound to deliver it to him, to be by him forwarded and received.

Dirck van Schelluyne, pltf. v/s David Frere, deft. Deft. in default. Pltf. in his quality as Bailiff, complains that deft. had again taken away, contrary to entered protest, a certain chest belonging to A. Keyser, which he had in charge and had delivered in consignments at his house; as more fully appears by the writing. The Hon^ble^ Sheriff N. de Sille requests copy of complaint, to enter his action thereupon. The Court granted the Hon^ble^ Sheriff the copy and ordered the aforesaid Frere to restore the chest with the clothing, on the first demand, to the Bailiff's house, or in default that the same shall forthwith be removed from his house by the Sheriff's Officers.

Jacob Schellinger, pltf. v/s The attorney of Cornelis Schut, deft. Pltf. demands payment of fl. 78. according to a/c. Deft. Jacob Calf appears in Court; requests Copy of the demand and a/c to answer thereunto at the next Court day, as he does not know on whose a/c it is, demanding, on the contrary, payment of fl. 114. Pltf. Schellinger requests, that arbitrators be appointed to examine the a/cs on both sides, and settle the same, with which deft. is content. Therefore the Court has appointed thereunto Pieter Corn^s^ van der Veen, and Rynier Rycken.

Jacob Calf as att'y for Cornelis Schut, pltf. v/s Borger Jorissen and Nicolaes Boot, defts. Pltf. demands payment of fl. 16. for two hats as per extract of a/c from the book of Joh: van Beeck dec^d^. Deft. Nicolaes Boot appears in Court; says that the hats were drawn and received by Daniel Wythet, but in case Dan^l^ Wythet should not pay he promised to pay for them; requests only delay until Dan^l^ Wythet's arrival. Parties being heard, deft. was allowed time until Daniel Wythet shall have arrived, and in case he fail to satisfy, then he shall pay pltf. himself according to his promise.

Jacob Teunissen, pltf. v/s Anthony Jansen van Zalee, deft. Deft's 2^d^ default. Pltf. demands payment of fl. 40. for 10 weeks labor for deft. @ fl. 4. per week. And whereas the Court Messenger declares he has summoned deft., who has now twice defaulted, he is condemned for his contempt, to deposit the demanded money, within 8 days from date with the Secretary here.

Pieter Jansen, pltf. v/s Rynier Wisselpenningh, deft. Deft's 2^d^ de-

fault. Pltf. demands payment of fl. 45. for board and 29 stivers for money disbursed, making together fl .46. 9. And whereas deft. is twice in default, the Court condemns him, in consequence of his contempt, to deposit the demanded money within 8 days from date in the Secretary's office.

Andries Lourenssen, Serjeant, pltf. v/s Tomas Hall and Cornelis Aertsen, defts. Pltf. demands payment of a balance of fl. 24. for wages earned and agreed upon by defts. Deft. Tomas Hall acknowledges the debt; says that it was incurred for the Common Fence; requests as those, who have cattle fail to pay their quota, that they be constrained thereto. Parties being heard defts are condemned to pay pltf. his aforesaid debt within 3 days from date, saving their recourse against those, who fail to pay their quota; the Court Messenger was authorized to notify them of it.

Willem Teller, pltf. v/s Frans Classen, deft. Pltf. demands payment of a balance of fl. 429. and some stivers for 3 year's rent. Deft. acknowledges the debt; says he cannot pay at present; promises to do every thing in his power to pay; exhibiting certain acte, that he is to receive Money in Holland, and likewise says, that the Hon^{ble} Company owes him and he cannot get anything. Therefore requests delay. Parties being heard, the deft. Frans *Fanssen** is condemned to pay pltf. for which purpose 6 weeks time is granted him from this date.

M^{r} Isaack Allerton answers, according to request and order of last Court day, to the demand of Pieter Schabanck as attorney for Joost van Beeck. Pieter Schabanck appearing in Court requests copy of the answer, to use the same on the next Court day. Whereupon is endorsed—At the request of Pieter Schabanck, the Court orders, that he shall be granted Copy hereof to reply thereunto at the next Court day.

Allard Anthony answers in writing the demand of Jacob Barsimsom, whereof Barsimsom demands copy. Endorsement: At the request of Jacob Barsimsom, it is ordered by the Court, that copy hereof shall be granted him to reply thereunto at the next Court.

Lourens Cornelis^{z} Van Wel appeared in Court with Nicolaes Boot relative to a certain note of Scharborgh, for which N. Boot has some goods in pledge. And whereas the Comparant has not the obligation with him, it was postponed until next Court day.

* Thus in the original.

Isaack de Foreest appears in Court complaining, that he cannot yet receive his pay from Dirck van Schelluyne according to judgment and order of execution. Requests therefore, that execution shall be levied on the judgment without delay. The request being considered just, the Hon^ble^ Sheriff, N. de Sille, was authorized to execute said judgment.

Jan Danielsen appears in Court exhibiting, pursuant to order of last Court day, a letter from the Clergyman of the Swedes to skipper Lourens, in which Lourens is ordered to restore him, Jan Danielsen, the beavers, which he received from the aforenamed preacher. Skipper Lourens being heard thereon in Court, and the letter being read to him, says that he is ready to deliver to the aforesaid Jan Danielsen the balance of the money within 2 @ 3 days after a/c being rendered, of what he bought and disbursed for the received beavers, provided he deliver him the order and grant him full discharge: to which parties agreed.

Charles Morgan appears in Court exhibiting by declaration, that he had given skipper Willem Tomassen his account in the service of the Hon^ble^ Company to be collected in Holland, and whereas he has received neither a/c nor Money, and the aforesaid skipper Willem Tomassen has died, requests a guarantee on the effects here belonging to the aforesaid skipper Willem. And whereas Schepen Joh: Verbrugge says, he will give notice, that every one shall bring in his claims, the Comparant was ordered to deliver his claim to him.

Also appeared Charles Arter exhibiting by skipper Willem Tomassen's signature, that he had also given him 25 beavers, to bring goods from Holland therefor; requests equally restitution or payment; he is referred, as the preceding, to Joh: Verbrugge the attorney of dec^d^ skipper Willem, to seek his guarantee there.

Jacob Calf appeared in Court exhibiting the return of the Court Messenger to the judgment obtained last Court day against Judith Verleth, requesting that she, Judith Verleth, be ordered to enter sufficient bail for her demand, or to be imprisoned; and the Court having examined the writing delivered by Judith Verleth, have dismissed the arrest on the person of Judith Verleth, provided Caspar Verleth, her husband, will appear within two months from date to acknowledge or deny pltf's demand, and in default of appearance as aforesaid, pltf. shall have a guarantee on the goods of aforesaid Verleth.

Monday, 3. July 1656. In the City Hall. Present the W. Heeren Nicasius de Silla, Allard Anthony, Oloff Stevensen, Joh Pt: Verbrugge, Jacob Strycker, Jan Vinje, Willem Beekman, and Hendrik Kip.

Pieter Jansen, pltf. v/s Rynier Wisselpenningh, deft. Deft's 3d default. Whereas deft. has remained in default 3 different times according to the Record, and the declaration of the Court Messenger, he is absolutely condemned, in consequence of his contempt, to pay the pltf., within 8 days his entered demand with costs.

Willem Beeckman, Tomas Hall and Wolf: Webber, pltfs. v/s Leendert Aerden and Cornelis Jacobs Stille, defts. Pltfs. Willem Beekman and W. Webber, present. Whereas they warned defts. divers times relative to their cattle straying into their tilled land and causing daily great damage, and the fence has been opened by Corn: Jacobs Stille, who daily passes through it, notwithstanding it is a party-fence, they request that defts be condemned to repair the damage done; to fasten the opened fence and henceforth to keep their cattle out of there. Defts say, that their cattle run and are herded, every year, in the common land. Therefore maintain that they have a right thereto. Pltfs exhibit, by Acte, that the defts. and other householders thereabout have signed, that no cattle shall pasture within the enclosed fencing, and should any loss be suffered, that the same should be repaired by whomsoever shall have caused the same. Parties being heard, defts. are ordered to keep their cattle out of pltf's land and fence, and not to drive them into or through the same any more; and it is further decided and ordered, that Cornelis Aertsen and Dirck Clasen shall inspect and value the damage incurred, as arbitrators, and that Corn: Jacobs: Stille shall again make fast the fence opened by him.

Willem Beekman further requests, whereas Leendert Aerden says, he has a free wagon road * and passage right across his farm, that he shall prove the same or refrain therefrom, whereas the same tends to his great damage and loss, and his deed, which he exhibits in Court, does not make any mention thereof. Leendert Aerden maintains, that he has a right thereto, inasmuch as there was a public highway in use there, long before

* The patent to Aarden bounds his West line by a wagon road, which seems to be the present Orchard Str.; there was another road on the East, "running along the land of Leendert the Boor (farmer)," *i. e.* Aarden, on the North side of Corlaers Hook plantation, then belonging to Beekman. *Hoffman*, Estates, 240, 242.—B. F.

his time. Parties being heard thereupon, Leendert Aerden was ordered to prove, by the next Court day, what right and property he may have to the road, when further disposition shall be made therein.

Webber claims also against Stille for having repeatedly loosened and broken open the fence behind his orchard; requests that Stille be ordered henceforth to let it be. Deft. Stille, denies having opened the fence. Ordered that Stille shall leave the fence tight and uninjured.

Pieter van Couwenhoven, pltf. v/s Michel Paulizen, deft. Pltf. exhibiting a judgment against deft., dated 13. March last, for the sum of 420. fl.; requests, that he be constrained to pay, inasmuch as up to this time, he has been in default. Deft. excepts, that Jacob van Couwenhoven, pltf's brother, remains bound to pay it. The Court authorized the Bailiff to put the said judgment into execution.

Johannes Nevius, pltf. v/s Wolfert Gerritsen, deft. Deft. in default.

Johannes Withart, pltf. v/s Ryndert de Vries. In case of arrest. Pltf. sues on a note for fl. 712. signed jointly and severally by deft. and Corn^{s} Mouritsen dated 25th Nov. 1655, for cargoes received, payment for which were to be made in the month of March last in beavers or peltries. Whereas he has received from Cornelis Mouritsen 15 @ 16 beavers for his half, demands that deft. be condemned alone to pay the half of the aforesaid fl. 712. Deft. acknowledges the Note; says he has not refused payment; requests merely delay; says he is in default, because there has been no trade in the South, whence he is come. Parties being heard, the arrest was declared valid until deft. shall pay, or sufficient bail shall be entered therefor, whereunto two months time from date hereof was granted him, provided the cargoes were carried to the South, and payment is expected from there.

Jacob Kip, pltf. v/s Anthony Lodewycksen Baeck, deft. In case of arrest on certain monies in Reyndert Hoorn's hands on a/c of fl. 18. for disbursements. Deft. in default. The Court grants only default, and as deft. is a Burgher here, the arrest is declared invalid.

M^{r} Thomas Willet, pltf. v/s Pieter Jacobsen Buys, deft. Pltf. having understood, that deft. has arrested some tobacco consigned to him, demands that he shall give reasons for the arrest. Deft. says, that he only knows, the tobacco came from Scharborgh and therefore he arrested it as attorney for Cornelis Schut. Pltf. declares and proves by

bill of lading, that the tobacco was consigned to him by Beetman. The arrest was, therefore, declared invalid on the tobacco sent by Beetman to the pltf. Willet.

M^r^ Tomas Willet appears in Court exhibiting a certain note and order from George Baxter, that he transfers to Willet the right of property to the lawful half of the house, south of Fort Amsterdam, owned by said Baxter,* requesting the Court would be pleased to approve the said transfer. The Hon^ble^ N. de Silla, in quality of Fiscaal, requests that the Court will be pleased to make no disposition therein, before it be approved by the Hon^ble^ Director and Council. Wherefore petitioner was referred to the Director-General and Council.

Hendrick Hendricx, Tailor, v/s Andries Hoppen, deft. Pltf. demands payment of fl. 12. for work done now 4 years since, according to a/c delivered to him. Deft's wife appearing in Court; says, she does not owe pltf., since her husband gave pltf. stone for steps, and pltf. spoiled the work and lost a waistcoat. Parties being heard, deft. was ordered to make out by the next Court day, what she demands for the stone, the waistcoat etc.

Hans Steyn, pltf. v/s Antony Lodewycksen Baeck, deft. Deft. in default. Pltf. appears in Court prosecuting the arrest of the monies, which deft. has in the hands of Reyndert Hoorn, for 4 @ 500 gl. for board etc., requesting that the arrest be declared valid. The Court again decides, inasmuch as deft. is a Burgher here, that his money or effects are not subject to arrest. The arrest was, therefore, declared invalid. But pltf. consented to institute his action and to summon deft. again.

Johannes van Geselaer, pltf. v/s Jacob Schellinger, deft. Pltf. in quality of attorney of Sieur Pieter Goes, according to procuration dated 7 March 1655. passed before the Hon^ble^ Burgomasters of the City of Amsterdam, demands that deft. shall render due a/c, proof and *reliqua* to him, in his aforesaid capacity, of certain Cargoes sent to him on commission from Holland here by aforesaid P. Goes in the year 1652, as appears by specification. Deft. acknowledges to have obtained the cargoes, ac-

* George Baxter, having been found guilty of high treason by adhering to the English in 1654, was arrested and imprisoned in 1655, but breaking out his property was seized, among the rest, the lot, spoken of above, in Pearl Str., between Whitehall and State. B. F.

cording to specifications from Sieur Pieter Goes; and whereas the same were not saleable wares, he says he sent them to divers places, but not happening to sell them, he, at last, took them to his house on Staten Island, where they, with his other property, were burned and destroyed in the last trouble with the Indians, and he was taken prisoner by the savages, so that nothing of it was recovered. Says some of it only was sold to Dominie Schat's wife at Fort Orange. But inasmuch as the remainder of the goods were burned, together with the books accounts and papers as already stated, he cannot tell; but promises to write about them to Fort Orange; offers to declare under oath, that none of the goods were saved from the fire and otherwise sold as aforesaid. Parties being heard, the W: Court orders deft. Jacob Schellinger to prove, what was sold of the goods, and what goods were burned and destroyed in the last disaster, or where they are, when further disposition shall be made therein.

Nicasius de Silla, in his quality as Sheriff of this City, pltf. v/s David Frere, deft. Pltf. enters his demand in writing as followeth:—

To the Hon^ble^ President and very discreet Gentlemen.

Gentlemen,

It is known to your Worships, that David Frere, a Jew, brought, by order, a certain chest with clothes to the house of Dirck van Schelluyne, Bailiff of this City, on condition, that the Jew aforesaid should receive satisfaction therefor that evening or, at furthest, the next day. But whereas the abovenamed Jew was not willing to be contented with that, but would have immediate payment, or take the things back; paying no attention to all the Bailiff's admonitions, warnings and protests, he has, notwithstanding all above mentioned, come with a cart before the Bailiff's dwelling and removed the chest therefrom, making use, moreover, of many words in his tongue in presence of the Bailiff. Which tends to the great disrespect and prejudice of your Honors, although it did not occur to your Honors but to one dependant on you, who, nevertheless must be maintained in the performance of his duty; Also such proceedings, such unbecoming opposition and disturbance to the duties of the Bailiff and Messenger, cannot be permitted but must be punished. The Schout having ex officio taken cognizance thereof, in support of justice, he concludes, that the assigned beaver skins (which the Jew aforesaid claims as his pay) shall remain confiscated for the Schout; that the

said Jew shall be publicly whipped at a stake and banished forth from this Province of New Netherland, and that he, provisionally shall go into close confinement—demanding costs etc—Was subscribed

Nicasius de Sille.

Deft. David Frere, appears with an interpreter, Joseph de Koster, in Court, requesting copy of the demand to answer thereunto in writing by the next Court day.

Opinions on the Sheriff's demand:—

Allard Anthony decides that deft. be put in prison.

Oloff decides that he be not imprisoned, but merely, that copy of the demand be granted.

Joh: Pt: Verbrugge	votes	Imprisonment
Strycker	ditto	Imprisonment
Vinje	ditto	Imprisonment.

The others concur.

Sentence.

By the Court it is, by plurality of votes, ordered and adjudged, that deft. David Frere be imprisoned in the City Hall of this City and be granted copy of the demand, to answer thereunto in writing on the next Court day.

Nicasius de Sille in quality as Sheriff of this City, pltf. v/s Dirck Clasen Braeck, deft. For that the deft., on last Sunday afternoon during the Sermon, tapped for and gave drink to 3 @ 4 different persons against the Placard and Ordinance. Deft. denies the same; says he only treated Nicolaes Verleth, Corn: Aertsen and Ide van Vorst and their wives to a drink of beer, through friendship and good neighbourhood, without taking a penny therefor, as they did him many favours heretofore when after his cattle. Parties being heard deft. is excused with a warning, this being his first offence, and pltf's demand herein dismissed.

Nicasius de Silla in his quality as Sheriff of this City, pltf. v/s Cornelis Aersen, Ide van Vorst and their servants, defts. For that their servantmen raced on last Sunday evening after the Sermon, within the City, with horses and wagons, and much noise and singing, from which great damage and disaster might have arisen. Concludes, therefore, that defts, or their servants be condemned each in the fine of £4. Flemish. Defts acknowledge, that their servants raced last Sunday within this City; they except alone, that they have no knowledge, that any damage was

caused thereby or that the same was forbidden by ordinance and that scarcely any damage has been done. The Court considering the accidents, that might have occurred therefrom, and the serious consequences of the same unless provision be made against it, condemn the defts., Cornelis Aersen and Ide van Vorst, as masters of their servants, for their committed fault, each in the fine and penalty of Three guilders; and order, further, that they shall hereafter watch themselves and their people, so that all dangers and irregularities be prevented; else other disposition shall be made therein.

Walewyn van der Veen, pltf. v/s Allard Anthony, deft. Pltf. appearing says, that pursuant to order of the last Court day he furnished deft. with a copy of his demand, also of the procuration; he persists therein and demands despatch. Deft. Allard Anthony excepts, that he received the demand only on last Saturday Evening for the first time, which the Court Messenger confirms, and has not as yet answered thereto, but promises to deliver his answer, within twice 24 hours, to the Secretary to allow pltf. a copy and reply thereunto at the next Court day —which was consented to.

Rynier Wisselpenningh appeared in Court after the roll was gone through, on the summons of Pieter Jansen, acknowledges to owe, what pltf. claimed, and is willing to pay. Merely requests time. The Court persists in its preceding judgment.

Fredrick Lubbertsen appears in Court exhibiting certain agreement, —that he sold Jacob van Couwenhoven a horse on trial to be paid for on the —of this month, or that he should take back the horse, requesting, whereas he, Jacob van Couwenhoven, remains in default, that he be authorized to take back the horse according to the Acte. The Court decides, that Jacob van Couwenhoven shall first be heard thereon; and whereas it is found, that he, Couwenhoven, is not present here or not well disposed, it was ordered, that the Court Messenger shall notify him to pay according to his signature, or to restore the horse immediately; in default whereof he is to be notified, that the horse is at his risk, and to summon him, in the name of the Comparant, for the next Court day.

Jacob Barsimsom, pltf. v/s Allard Anthony, deft. Rendering reply; whereupon it was ordered by the Court, that copy hereof shall be given to party, to answer thereunto against next Court day.

Skipper Lourens Cornelis^{n} Vander Wel appears in Court exhibiting procuration from skipper Jan Janz. Bestevaer to collect from M^{r} Scharborgh six thousand pounds of tobacco which must be paid before the departure of the Ship New Amsterdam, and whereas he has failed therein, and Nicolaes Boot is bound by certain acte to deliver the goods, he has in pledge therefor, being 294 ells of Kersey and some staves of lead, in default of payment; he requests that he be authorized by the Court to take the goods and to sell the same in return according to obligation. Nicolaes Boot says he is ready to deliver the goods according to signature; requests only, that skipper Lourens give sufficient security to restore the proceeds of said goods, in case the tobacco be sent to Holland from Virginia. The Court having seen Scharborg's note and Nicolaes Boot's bond decide that, whilst there are articles of contraband, such as lead, mixed with the goods, which Nicolaes Boots has in pledge, they cannot dispose of them. Therefore it was referred to the Director General and Council for further disposal.

Andries Lourensen, Serjeant, appears in Court complaining that he cannot receive his pay according to the judgment of the Hon^{ble} Court against Tomas Hall; requesting the Court to be pleased to make such order therein as they shall find proper. Whereupon was endorsed:—The Bailiff is authorized to levy execution.

Jacob Teunissen, pltf. v/s Anthony Jansen van Zalee, deft. The pltf. persists in his previous demand; requests that deft. be condemned to pay him fl. 40. for 10 weeks work. Deft., having paid two defaults, says he did not hire pltf. either by the day, week or month, but by the year, and if pltf. had put in his year, he should have paid him, but now that he has absconded from his service, maintains he owes him no hire. Pltf. says, he did not hire with deft. by the year, but that he served Lourens Jansen, who loaned him to Antony to work. Parties being heard, pltf. is ordered to summon Lourens Jansen or his wife before the Court, to declare and prove how long pltf. Jacob Teunissen worked for Antony Jansen.

Nicasius de Silla, pltf. v/s Reyntie the Mason, deft. For that the deft. was sent to prison by the Court Martial on account of etc., deft. appearing in Court apologizes with promise, that he should appear at all times before the Court Martial when sent for. Whereas the deft. Reynier

is a Burgher, he is released from confinement on his own word, on condition that he shall appear before the Court Martial to answer to any action, that may be against him.

Jan Vinje exhibits the decision of the arbitrators touching the damage done to his corn by Frans Jansen's boys, and requests approval. The Court decides, that the abovenamed Frans Jansen shall be summoned thereon.

Copy.

Honourable, Right beloved—

This serves to convey the annexed ordinance and Resolution of the Director General and Council of New Netherland, both concerning the Indians as well as the Tenths, sent to your Honors pursuant to order and instructions to be published and posted within Your Honors jurisdiction, so that no person may hereafter plead ignorance. Wherewith ending, we commend you to God's Mercy. Amsterdam in New Netherland the 3. July Anno 1656. Under Stood, By order of the Hon^ble^ Lord Director Gen'l and Council of New Netherland.

Signed, C. V. Ruyven, Secretary.

The Director General and Council of New Netherland, make known to every one, that they have learned from some Indians that two or three Tappaen Indians are plotting some evil, and have given out that they should kill one or more Christians in the open country; and whereas the Director General and Council cannot learn against what place or whom the project is intended, much less, that it is a common undertaking of all the nation, the rather as the warning comes from the Tappaen tribe and other Indians, the Director General and Council cannot otherwise order nor apply a remedy against it, than to renew hereby their previous orders and placards—to wit that the separate outside residents remove themselves into the next adjoining villages and hamlets and dwell together, under the penalty herebefore enacted; and in the meantime warning every one to be well on their guard and not to go into the bush nor on the road except armed and at least 2, 3, or 4 together, to resist such bush rangers: Further to prevent such dangers as isolated murders and slaughters, the Director General and Council, by and with the advice of the Burgomasters of this City, cannot discover a better expedient, than as before stated, and to interdict and forbid, in addition, that any Indians be ad-

mitted with guns or other hand arms, either in this City or in the open country, into the towns or hamlets, or into any houses or other places, on pain of forfeiting such arms, which may or shall be seized, on complaint of the inhabitants, by the Sheriff's Marshalls, or in their absence, by any of the Magistrates; to wit, 14 days after the publication and posting hereof, or after the Indians shall have had warning or knowledge of this prohibition, which the Director General and Council hereby order shall be communicated to the Indians by such of their subjects, as are acquainted with their language; and that in the most civil and becoming manner, being intended and drafted by the Director General and Council with the advice of the aforesaid Burgomasters solely to prevent all mischief between Christians and Indians. Thus done in the Court of the Hon^ble^ Director General and Council held in Fort Amsterdam, New Netherland, the 1^st^ July 1656. Was signed, P: Stuyvesant. Under Stood—By order of the Honble Director General and Council of N. Netherland and Signed, C. V. Ruyven, Sec^r^.

After previous ringing of the Bell, the foregoing Ordonnance is published and posted at the City Hall of this City, this 3^d^ July 1656.
Copy.

*The Director General and Council of New Netherland hereby make known:—That they have been divers times ordered and instructed by the Lords Patroons to Collect the Tenths, due, some of them for many years, by Colonies, as well as private Bouweries, according to their obtained Patents and Groundbriefs. Therefore the Director General and Council hereby warn every one; namely, such as are liable, by Ground and Transfer deeds, to pay Tenths, not to presume to remove his cultivated crops, whether grain, maize or tobacco before they have settled with the Director General and Council civilly for the first and next year thereof; or exhibited their crops to the Director General and Council, or their Deputies to select the Tenths therefrom according to the custom and order of our Fatherland; under a penalty of fl. 50 guilders above the true value of the Tenths at the valuation of arbitrators to be paid by whom so ever shall be found acting contrary hereunto. Thus done at the Assembly of the Hon^ble^ Director General and Council of New Netherland held in Fort Amsterdam the 27^th^ June 1656. Was signed P. Stuyvesant.

* See Note in Laws and Ordinances of New Netherland, p. 232.

private a/cs, to bring them in; states, he has never seen them. The Court orders, that Secretary Kip shall grant the party copy of each others a/c. as produced in Court; and parties were further referred to two arbitrators; namely Sieurs Warnaer Wessels and Pieter Buys, to settle their a/cs before them.

Jacob van Couwenhoven, pltf. v/s Pieter Janssen, deft. Deft. in default.

Jacob van Couwenhoven, pltf. v/s Luycas Eldertsen, deft. Pltf. demands payment of 16½ beavers, for which he has judgment. Deft. acknowledges the debt; but says fl. 80. must be deducted, which he has paid. Pltf. is ordered by the Court to produce his obtained judgment, which he says he has and does not know the date, by the next Court day, to be then further disposed of.

Jacob van Couwenhoven, pltf. v/s Jan Gorem, deft. In case of arrest. Pltf. says, that he absolutely bought certain malt from deft., who agreed to receive in payment therefor some deer skins, linen and silver plate; and whereas he has already purchased the deer skins, delivered them to deft., looked up the linen and laid out the silver plate; he requests, that deft. shall be condemned to deliver him the malt, offering sufficient bail for whatever he may not now pay, as he has done heretofore. Deft. says, that he agreed with pltf. for the purchase of the malt, that the payment should be ⅓ in deer skins; ⅓ in linen and ⅓ in beavers or silver plate. Denies he laid out the linen or plate, but that the deerskins, already received, were delivered in payment for about 125 gl., which pltf. owed him at the last time. And whereas he then waited full 6 days for his pay, and even then did not receive it in full, requests to be paid now before delivery; maintains he is not bound to be content with bail, or to deliver the malt before he be paid. Pltf. denies having promised any beavers in payment; requests, as before, delivery of the malt. Willem Harck declares, at the request of John Gorem, that he was invited by both parties to be arbitrator relative to the buying of the malt, and whereas Jan Gorem complained, that he waited a long while the last time, for his payment, they agreed that the payment should be ⅓ part deer skins, ⅓ part linen, and ⅓ part beavers or silver. N: N. confirms the preceding declaration of Willem Harck. Whereas Jacob van Couwenhoven maintains to have been greatly injured by the fault of the non delivery of

the malt, M^r^ Tomas Willet now offers to deliver it, if Couwenhoven will pay him according to agreement aforesaid and enter satisfactory bail therefor. Parties and witnesses being heard, the Court decides, that the pltf. is unfounded herein; the entered arrest is therefore declared invalid, and pltf's demand against deft. dismissed; and he was given as a choice to receive the malt from Tomas Willet according to offer.

Jan Perie, pltf. v/s Hend'k Jans^z^ Smith, deft. Pltf. demands, that deft. be condemned to complete the work, which was begun in the house, that he hired from deft., inasmuch as great damage has been caused thereby and he is impeded in his business. Sybout Clasen as carpenter of the begun work, appearing in Court in absence of the deft., says the work could not be finished, according to declaration, in consequence of the failure of the drawer of the stone. Maintains, that the drawer of the stone should pay the damage; says his work is ready to be laid immediately down on the floor. The Court ordered, that the lessor shall cause the commenced work of the cellar and floor to be completed, so that the lessee may not suffer any damage thereby; or that he shall pay the damage saving his recourse against the drawer of the stone, or whomsoever may remain in fault.

Eldert Herbertsen de Goyer, pltf. v/s Pieter van Couwenhoven, deft. Pltf. demands payment for delivered plank, without precisely knowing how many. Deft. acknowledges to owe by settlement of a/c fl. 631. 5. Excepting as to the payment as is known to the Court. Parties being heard, the Court condemns the deft. to pay the pltf., within 3 weeks, what he owes him.

Hendrick Hendricks, Tailor, pltf. v/s Anderis Hoppen, deft. Pltf. demands, as before, fl. 12. according to a/c. Deft's wife claims for the stuff of the vest fl. 8. and for the stone for the stoop fl. 6. Whereas no proof of the claim on either side is exhibited to the Court, the matter in question was referred to Jan Schryver and Aert Willemsen.

Pieter Schabanck in quality as attorney of Teunis Kraey, pltf. against Solomon d' la Scheer, deft. Pltf. in his quality aforesaid requests payment of the first instalment on the house sold and transferred by Teunis Kraey to deft., being fl. 666. 13., which fell due last first of Jan^y^; and has not yet been paid. Deft. says, that no transfer deed has been yet given him, and also, that the instalment has been arrested; likewise, that

he should have fl. 81. from Teunis Kraey, which Schabanck has received besides certain fl. 138. for which Schabanck gave handwriting and now refuses to pay. The pltf. Schabanck replying says—the exceptions cannot avail herein, since he is not bound, according to contract, to give any deed before the last instalment is paid; and that the arrest is taken off. As for the fl. 138. it shall be good in the payment, but as regards the fl. 81. he says, that Teunis Kraey owed only 8 @ 9 gl. at his departure, which he undertook to pay. Parties being heard and contract being examined, deft. Solomon La Scheer was condemned to pay the pltf., within 8 days from date, the first instalment of the house, deducting what Schabanck has accepted by handwriting. Regarding the claim of fl. 81 against Teunis Kraey, it was decided, that it shall remain open, until the arrival of Teunis Kraey or the next instalment when clearer proof must be exhibited.

Isaack de Foreest, pltf. v/s Abram Rycken's Wife, deft. Deft. in default. Pltf. appears in Court demanding payment of 18 beavers according to handwriting, complaining that deft. has sinisterly filched his mortgage from him. The Court only granted default.

The Hon^ble^ Sheriff requests the Court to be pleased to pass sentence and judgment on his entered demand and conclusion against David Frere. Whereupon the prisoner D: Frere and Joseph d'Coster, his interpreter, being sent for to Court, say they have not the answer to the demand ready as yet, but request time. The Court orders, that he, Frere, shall answer orally if not in writing so as to come to a conclusion. Whereupon de Frere again asked time to enter a writing. The Hon^ble^ Sheriff replying, persists in his demand and conclusion entered and taken herein and answers deft's exceptions; concludes finally, they cannot be received, and therefore that his, the Sheriff's, demand shall be granted with costs; and that his, the deft's exceptions and conclusions shall be and remain dismissed. The Court ordered the Prisoner D. Frere to deliver in his defence to the Court within three times 24 hours, or in default thereof, justice shall be done in the demand of the Hon^ble^ Sheriff.

Walewyn Vander Veen replying to the answer of Allard Anthony, there is endorsed—The Court orders, that Copy hereof be granted to party to answer thereunto by the next Court day.

Allard Anthony answering in the case of Jacob Barsimsom, which

being considered, is endorsed—Whereas the suit is complete, parties are ordered on both sides to hand over the material papers and documents by the next Court day to dispose thereof, as shall be deemed most proper.

On the petition of Jan Vinje and Gerrit Jansen Roos setting forth, that Hendrick P. *Kint in 't Water* is occupying his house south of their, the petitioners' Houses, in a dangerous state as regards fire, it is ordered on the petitioners' request, The Street and Fire Inspectors are hereby requested and directed to inspect the condition, in which Hend^k^ Ptr. *Kint in 't Water's* house is, and together are authorized to give such orders therein, as they shall find necessary for the prevention of all danger and disaster.

On the petition of Willem Beekman against Leendert Aerden relative to the road through his land, it is resolved, inasmuch as it is a general matter, to refer the same to the Hon^ble^ Director General and Council. The petitioner was therefore referred accordingly.

Whereas Dirck Clasen is frequently absent on business, the Court hath, at the request of Will^m^ Beeckman, in his place appointed Ide van Vorst, who is authorized with Cornelis Aertsen to value the damage.

Allard Anthony exhibiting judgment pronounced by the Court in date 8. Nov: 1655. against Corn^s^ Schut, requests execution, whereas the attorney of said Schut refuses to pay. Whereupon is endorsed:—At pltf's request the Bailiff is authorized to put the above judgment into execution.

Thursday, 13 July 1656. In the City Hall. Present the W. Heeren N. de Silla, Allard Anthony, Oloff Stevensen Johannes Verbrugge, Jacob Strycker, Jan Vinje, Will^m^ Beeckman, and Hendrick Kip.

Schout N: de Silla requests, that the Court would be pleased to pronounce judgment on his demand and conclusion entered against David Frere. Whereupon David Frere being heard, answers in writing as appears more fully by the same. Whereunto the Schout answers

On the 1^st^ point—the Complaint of the Bailiff.

On the 2^nd^ " that it does not accord with the law of Amsterdam, and falls within no exception.

On the 3^d^ " that he, Frere, was always accompanied by a Jew who understood and spoke both Dutch and Hebrew.

Concludes, therefore, finally it is not admissable because of surreption or obreption, and asks approval with costs. David Frere requests an interpreter thereupon. Joseph d'Coster being therefore sent for to Court the aforesaid answer and conclusion of the Schout is read to him. He persists in his written answer. The Schout requests, therefore, expedition. The succeeding votes and judgment, consequently followed:—

NOTES AS TO THE APPLICATION OF THE FINE.

Allard advises	¼ for the Schout; and ¾ for the City.
Oloff "	¼ for the Schout and ¾ for the City.
Jan Verbrugge	¼ for the Schout and ¾ for the City.
Strycker	¼ for the Schout; ¼ for the Poor; ½ for the City.
Jan Vinje	¼ for the Schout; and ¾ for the City.
Willem Beekman	¼ for the Schout, ¼ for the Poor and ½ for the City
Hendrick Kip	¼ for the Schout ¼ for the Poor and ½ for the City.

President Allard, by the second vote concludes the application ¼ for the Schout and ¾ for the City.

VOTES REGARDING THE AMOUNT OF THE FINE.

The Honble	Allard	votes.....	fl 1000.
"	Oloff	"	600.
"	Verbrugge	"	600.
"	Strycker	"	800.
"	Vinje	"	800.
"	W. Beeckman	"	600.
"	Kip	"	800.

FOLLOWS THE SENTENCE:

Whereas David Frere, residing within this City of Amsterdam in New Netherland, did, on the 21st last, according to the complaint of Dirck van Schelluyne, in his quality as Bailiff, and his own acknowledgement, dare to remove, with many hasty words uttered in his language, from the Bailiff's house, not only against expressed prohibition but contrary to the Bailiff's entered protest, a certain chest with clothing which had been brought there, by order, that 5 beavers due him by A: Keyser should be

paid him, and notwithstanding his 5 beavers were offered him and delivered in consignment; Therefore the Hon^ble^ Nicasius d'Silla, in quality as Schout of this said City prosecuting the said David Frere, at law, before us Burgomasters and Schepens, concludes that for his committed fault and violence, which tend not only to the opposing the Bailiff's office, but to the serious contempt and disregard of justice, which cannot be tolerated or suffered in a land of law, the abovenamed Frere shall be condemned in the loss of the assigned beaver skins, and that he shall, in addition, be publicly scourged at a stake and banished from this Province.

Burgomasters and Schepens of the City of Amsterdam in New Netherland, having paid attention to the demand and conclusion of the Schout as well as the written answer and acknowledgment of the prisoner David Frere, and having maturely weighed every thing material, have, after due deliberation condemned, as they hereby do, the said David Frere for his aforesaid Committed Offence to pay a fine of One eight hundred Carolus guilders to be applied ¼th part to the benefit of the Schout and ¾th parts for the benefit of this City, with costs of suit; and to remain confined until the said monies shall be paid; and the sequestered beaver skins shall again be restored to him d'Frere; dismissing pltf's further demand herein. Thus done, adjudged and pronounced at the Court at the City Hall, at Amsterdam in New Netherland this 13 July 1656.

David Frere promises to pay the money; requests to be released from confinement, and that J: de Coster may be sent for. Joseph d'Coster appearing in Court as interpreter. Apologises for having now no money ready; offers to remain bail, to deliver goods as security.

Which being considered, the aforesaid sentence was persisted in, that the monies shall be forthwith paid or that d'Frere shall be sent back to prison. The Hon^ble^ Nicasius d'Silla appeals from the sentence because only ¼th is applied to him and maintains that ¼ belongs to him.

On the 15^th^ July 1656, David Frere appealed from the pronounced sentence, to the Hon^ble^ Director General and Council of New Netherland, as appears by the statement of the Court Messenger, and further confirmation of Joseph d'Coster as interpreter for David Frere, as far as relates to the sum. The Schout Nicasius d'Silla declares, on this date 15. July to renounce or revoke his appeal.

Tuesday, 25. July 1656. In the City Hall. Present the W. Lords N. de Silla, Allard Anthony, Oloff Stevensen, Joh. Verbrugge, and Hendrick Kip.

Walewyn vander Veen appeared in Court requesting, that a day be fixed to furnish the papers in the case against Allard Anthony. The Court therefore fixed for that purpose, next Thursday forenoon at 9. O'Clock. Therefore parties on both sides were ordered to furnish their papers and documents to the Court by the said time.

Lourens And^{r} van Boskerk, turner here, appeared in Court complaining, that Frerick Adryaensen, his man, ran away from him last Sunday morning without either words or reason and he hired him in Amsterdam for three years and he is bound yet for more than one year; requests that he be constrained by order of the Court to serve out his time. The petitioner was ordered by the Court to cause the abovenamed Frerick Aryaensen to be summoned before the Court by next Thursday, then to institute his action against him and exhibit his contract, when further disposition shall be made therein.

The Honble N. de Silla produces the papers and documents against Jan Peeck, Burgher and inhabitant here, detained in the City Hall by the Schout Silla by order of the D^{r} Genl. and Council for having beaten and wounded a soldier in his house. These pieces being examined, it is resolved to hear the prisoner Jan Peeck thereupon.

Jan Peeck appears in Court complaining, that the Hon^{ble} Silla has illegally imprisoned him, saying that he only defended his house, because the soldier, using many words and many questions, wanted to run his wife through; requesting to be released from confinement, and to have time to produce witnesses for his defence. Schout Silla requests, that Jan Peeck shall name his witnesses. Jan Peeck names as witnesses Tomas Santfort and Adam Weskort; saying he can produce 5 @ 6 others besides these, as his house was then full of people. Whereas Jan Peeck is a Burger here and firmly established, it was decided and ordered, that he be released from confinement, and to bring in his defence and proofs in writing by next Friday, when further disposition shall be made therein.

Schepen Vinje present.

Schout de Silla exhibits the papers and documents against Jan Perie,

tavernkeeper, placed by him in confinement for having struck the surgeon of the privateer in his house. Whereupon Jan Perie being heard in Court and the accusations being read before him, he denies the same; says the surgeon first struck him in his house; requests, that his witnesses be heard. Therefore appeared Tomas Lack of Middelborgh, 38 years of age, who declares, that he was last Sunday eight days at Jan Perie's house, when the surgeon and another came from the ship thither, and he there saw Jan Perie and the surgeon speaking about a little sore on his finger. The surgeon gave Jan Perie the first blow, and thereupon they came to handigrips. Offers to declare the same on Oath. Claes van Elslant tells, that James Farrel declared to him before his departure, that he saw the privateer's surgeon give the abovenamed Jan Perie the first blow in his house. The Court decides, that Jan Perie, as a Burgher and inhabitant, shall be released from confinement, and cause the aforesaid surgeon to be summoned for the next Thursday then to bring in his vindication and defence.

It being considered whether the case of Michel Tadens, an inhabitant of this City, arrested for having tapped wine to the Indians ought to be brought before this Court or not, the Instruction is examined and on the verbal declaration of the case by Schout Silla, the matter is referred to the Hon^ble^ Director General and Council.

On the instant complaint of Andries Lourens, Serjeant of the Hon^ble^ Company, that he cannot receive his money for earned wages from Tomas Hall according to order; the Bailiff is authorized to levy execution without any delay or postponement. Done etc.

Copy.

Petrus Stuyvesant on behalf of the Hon^ble^ High and Mighty Lords States General of the United Netherlands and the Hon^ble^ Lords Directors of the privileged West India Company, Director Gen'l of New Netherland, Curaçao, Bonaire, Aruba, and the appendices thereof, with the Councillors; To the Court Messenger Claes van Elslant, hereunto required, Greeting! Whereas David Frera, a Jew residing within this City has by petition represented unto US, that he was condemned by the Court of this City of Amsterdam in New Netherland on the 13^th^ of this month of July, at the suit of the Officer of this City, in a fine of fl. 800. and costs of suit, notwithstanding that he represented his innocence as being ignor-

ant of the Dutch laws, customs and language, as he says [and as he demands] therein our provision.

Therefore We [Warn] you herewith, that you summon in the Name of the Supreme Court the said officer to appear before US here in Fort Amsterdam on the 25th of this Month; notifying the Court aforesaid to come also or to send attornies to see the said judgment either confirmed, annulled or set aside by US; the same to sustain or renounce as their wisdom shall direct: leaving authentic Copy for the benefit of the said officer, rendering unto US your return. Given in Amsterdam in N. Netherland under our Seal, Paraphure and Signature of Our Secretary, the 24 July 1656. Was signed P. Stuyvesant.

By Order of the Honble Director Gen'l and Council of New Netherland. C. V. Ruyven.

Beneath was impressed the Public Seal in Wax.

VOTES AS TO WHOM TO COMMISSION PURSUANT TO THE PRECEDING MANDAMUS.

Vote of Honble	Allart.....	Oloff Stevensen Joh: Verbrugge
" "	Oloff.....	Allard Anthony Joh:Verbrugge
" "	Verbrugge	Both burgomasters
" "	Vinje	Both Burgomasters
" "	Kip.....	Both Burgomasters
Plurality of Votes		Both Burgomasters.

Whereas David d'Ferere, Jew, has appealed from an action instituted by the Honble Schout N. de Silla before the Burgomasters and Schepens of this City and from the sentence pronounced therein dated 13 July instant, to the Honble Director General and Council of New Netherland and by petition civilly requested abatement of said sentence as by his petition is appearing. Therefore the Honble Director Gen'l and Council of New Netherland have ordered, to prevent costs and so despatch the suit quickly, that parties under due compromise shall each choose an Arbitrator, whereunto their Honors have adjoined the Honble La Montagne as a third. Therefore parties being met together thereupon, Schout Nicasius de Silla chose on his side Capt. Paulus Leenderts vandie Grift and

David d'Ferere, Joseph de Coster, to the decision of whom their chosen arbitrators, parties declare to submit themselves, to abide by the same and accomplish it, under a bond of Three hundred Carolus guilders to be forfeited by whosoever shall not accept the same. Submitting to this effect to all Court and Judges. In testimony whereof it is signed by the respective parties and witnesses, on both sides, this 26th July 1656. At Amsterdam in N: Netherland. Was signed Nicasius de Sille
David Ferere.

Witnesses: Augustine Hermans, Daniel Litschoe.

In presence of me, Jacob Kip, Secy.

Pursuant to the above deed of compromise the arbitrators met together at the instance the Honble La Montagne thereunto adjoined by the Honble Director General and Council, as a Third, and gave as their decision, that the aforesaid David Ferere shall pay for the behoof of the Schout N. de Silla the sum of One hundred and twenty Carolus Guilders and defray besides the costs of suit, estimated at Fifty guilders, together with the costs incurred by this appearance. In testimony is this signed by the Arbitrators on both sides this 26. July 1656. At Amsterdam in New Netherland. Was signed, P. L. Vandie Grift,
Joseph da Costa,
La Montagne.

In presence of me. Jacob Kip, Secretary.

Parties declare on both sides to submit themselves to the above decision. Done as above; which I witness Jacob Kip, Secretary.

Thursday, 27th July 1656. In the City Hall. Present the W. Lords N. de Silla, Allard Anthony, Oloff Stevensen, Johannes Verbrugge, Jacob Strycker, and Hendrick Kip.

The Schout N. de Silla, pltf. v/s Janneke Herrmans, deft. The pltf. exhibits an extract from the register of the Dr General and Council dated 20. July relative to certain slanders uttered by deft. against the Honble Director General, and referred to Burgomasters and Schepens, requesting that deft. shall prove the slander. Deft. appearing in Court; acknowledges to have spoken some words against the Honble General, and in the course of conversation to have said—For her own part, or in her opinion the Honble General is by no means guiltless of the innocent blood, that

was lately shed; and if it be otherwise, requests to be excused and discharged therefrom, the rather, as the Holy Supper of the Lord is at hand, and she does not wish to be otherwise with the Hon^ble^ General than another—in peace; and declares, that if she thought, that the Lord General would have taken the words so seriously, she should never have spoken them. Whereas the Court of Burgomasters and Schepens is not complete, the matter in question was postponed to a full meeting.

Johan de Decker appears in Court, exhibiting two different judgments dated 4 July 1656. One for fl. 100 for his benefit and one of fl. 50 in behalf of the poor, pronounced by the Court of Beverwyck against Willem Teller; and whereas by his departure thence, he could not bring them to execution, requests that he may take in arrest for the same the house of said Willem Teller standing within this City, and sell the same by execution after proclamation having been made. The request of petitioner being heard, he was referred to his proper tribunal, where the case has been prosecuted.

Lourens Andriessen de Drayer, pltf. v/s Frerick Arentsen, deft. Deft. having been hired by the pltf. left his service before his time was out, and got married; as more fully appears by the demand and answer of parties entered in writing. In order to prevent expense and delay in the case the Burgomasters and Schepens refer the matter and parties in dispute to Isaack d'Foreest and Coenraet Ten Eyck residents here, who are hereby requested and authorized to dispose of the case in question as arbitrators, and if possible to reconcile parties or in default thereof, to deliver their opinion, in writing to the Court.

Jan Perie, pltf. v/s Adriaen Sparck, deft. For that the deft. first struck him the pltf. in his own house, and thereupon they came to handigrips and he was carried to prison. Deft. says, that pltf. has insulted him, and said, among other things, that he deft. was a coward and deserter in Brazil; requests proof or due reparation of character for the same, as well as for the blow from which he has an interior pain. Pltf. denies the insult, and objects to the witnesses produced by deft. in support thereof, as they and deft. were daily together, and they have deposed with partiality. Parties being heard, pltf. Jan Perie was ordered to prove by the next Court day, that deft. A. Spark is a coward and a deserter from Brazil.

Warnaer Wessels, pltf. v/s Abraham Clock, deft. Deft. in default. Pltf. appears in Court complaining, that the roof of the house, for which deft. is agent comes over his lot. The Court orders, that the Burgomasters and Street Inspectors shall inspect the case, and make such order therein as they shall think proper.

Jan Peeck appears according to order of last Court, exhibiting declaration of two Deponents, to wit—Abram Stavellay and Tomas Santfort, and whereas it appears by the same, that he only defended his house, and the soldier makes great threats, he requests merely to be free and unrestrained, or that the Court would please to dispose otherwise therein. The soldier N. N. appearing also in Court, denies what is stated in the declaration. Therefore it is ordered, that Jan Peeck shall cause his witnesses to be summoned by the next Court day, to be further heard and examined touching their rendered declaration. Meanwhile parties were ordered to leave each other unmolested.

Warnaer Wessels, Farmer of Tapsters' wine and beer excise, requests by petition, whereas he understands, that the Burgher excise shall be farmed, that he may rent it privately, promising to give more for it than any one else. Petitioner's request was postponed until further opportunity.

Walewyn Vander Veen and Allard Anthony furnish, according to the verbal order of the Court, their exhibits serving on both sides to the verification of the suit in Court, and renouncing mutually further productions. And inasmuch as the Court is not complete, the matter was postponed until tomorrow at One o'Clock.

Extraordinary Meeting holden [28th July,] 1656. In the City Hall, at Amsterdam, in N. Netherland. Present the W. Heeren N. de Silla, Oloff Stevensen, Johannes Pt Verbrugge, Jacob Strycker, Will: Beeckman, and Hendk Kip.

Walewyn Van der Veen in quality as husband and guardian of Elizabeth de Maersman, late Widow of Benjamin Van de Water decd and as agent and attorney of his wife aforesaid and guardian of the minor children of Van d'Water, pltf. against Allard Anthony as Agent of decd Benjamin Van de Water, aforesaid, deft. Pltf. requests, that deft. be condemned to render him, pltf., in his quality aforesaid, due a/c, proof and

reliqua of the administration, which he had of the effects, acc'ts, books of debt, papers etc. left here by the abovenamed de Water, since his decease until this date, with costs. Deft. says, he is ready to render pltf. in his aforesaid quality due a/c, proof and *reliqua* of his aforesaid administration, except of the property, which Sieur Joost Glimmert inherits in said capital, since he, deft. is requested by advice from abovenamed Glimmert, and allowed by pltf. himself, and has bound himself by letter in answer thereto, to send over the return proceeds of said capital to aforesaid Glimmert. Burgomasters and Schepens having seen and examined the documents and pieces produced by parties on both sides in the suit, find that deft. Allard Anthony is, by special order and procuration of Benjamin Van de Water dec^{d} accountable to no other person than said de Water's widow; and although pltf. Walewyn Van der Veen has consented, as husband and guardian of said widow, by instructions, that the returns from Sieur Glimmerts goods may be laid aside and be sent to the said Glimmert, on condition that the invoice should go to him, pltf. Walewyn Van der Veen; Yet it clearly appears by the letter sent by pltf. and deft. to each other, that pltf. Walewyn van der Veen as husband and guardian of said widow is accountable for the capital to the aforesaid Glimmert and deft. is no further ordered, as regards Glimmert, than as far as the consignment or sending of the returns proceeding from Glimmerts capital. Wherefore it is unanimously decided by Burgomasters and Schepens aforesaid, that Allard Anthony be condemned without longer delay, to give pltf. in his aforesaid quality proper a/c, proof and reliqua of the entire administration, which he had on the part of the abovenamed De Water dec^{d} and pay, in addition, the costs incurred herein for the benefit of the Court. Thus done and adjudged at the Court of the Scout, Burgomasters and Schepens, (except Jan Vinje). Done this 28th July 1656. At Amsterdam in New Netherland.

Tuesday 15th August 1656. In the City Hall. Present, the W: Heeren N. de Silla, Allard Anthony, Jacob Strycker, and Hendrick Kip.

After previous ringing of the bell, there is published from the City Hall and affixed;

The renewal of the Placard against contraband sales to the Indians with the further amplification thereof;

Together with the Ordinance regarding loading and unloading at Anchor and the departure of all boats here, as more fully appears by the original.

Jacob van Couwenhoven appears in Court to give notice, that he has been called on by the Bailiff to pay the claim of Claes Bordingh and Pieter Jacobsen, or that Execution shall issue; and whereas he is an Old Burgher, and should his house and effects be sold at present by execution they will bring but little, requests that he may not proceed to execution; offers to allow it to be sold at free Auction and promises certainly to pay 8 days before the departure of the return Ships for Patria. The humble petition of Jacob van Couwenhoven being heard it was resolved to instruct the Bailiff to postpone the execution to a fuller meeting, when further orders shall be given.

Extraordinary Meeting holden on Saturday the 19 August 1656. In the City Hall. Present the W. Heeren N. de Silla, Oloff Stevensen, Allard Anthony, Johannes Verbrugge, Will^m Beeckman and Hendrick Kip.

Jan Laurens, pltf. v/s Salomon La Chair, deft. Pltf. appears with M^r Willett, as interpreter, in Court demanding payment of 351 lbs. net of butter @ one beaver for 18 lbs., delivered to deft. according to note signed by deft. and Abraham Linthout; and says, that deft., La Chair, refuses to pay the same, and has torn and flung away the note; and he is obliged to be at the expense of this Extraordinary Court in order to get his pay; requesting, that deft. be condemned to pay the same together with his debt. Deft. denying the debt, says, that Abram Linthout, and not he, bought the butter. Pltf. freely acknowledges that Abr. Linthout first bought the butter from him, but since he doubted of the certain payment, says he was unwilling to deliver him the butter, and that deft. Solomon La Chair then came promising, that he would pay the same, whereupon he brought the butter to La Chair's house, there weighed and delivered it and received the Note. Deft. acknowledges, that pltf. brought the butter to his house and there weighed and delivered it, but that Abr. Linthout received it, and sold it again. Maintains, that Linthout is bound to pay for the same. Acknowledges to have signed the note and also to have torn it, as some meat was mentioned in it, which was not delivered. Abr. Linthout being heard thereupon says, that he and

Solomon La Chair purchased the butter in company and received it, as they were also in the Yacht and otherwise together, but that he had satisfied La Chair for all, according to affidavit. Solomon denies having been satisfied therefor. The Court having heard the demand and answer of parties, and seen the note signed by deft. Solomon La Chair, together with the declaration produced by Abr. Linthout, that he had satisfied La Chair for all, and having attended to all that might be material, have condemned deft. La Chair, as they by plurality of votes do, to pay pltf. according to obligation in beavers for the delivered butter, whereunto one month's time from date hereof is granted him. Done as above.

The Hon^ble^ Oloff advises that La Chair and Linthout pay each half.
" " Allard " that La Chair only shall pay.
" " J. Verbrugge " that La Chair and Linthout pay each half.
" " W. Beeckman " that La Chair only shall pay.
" " H. Kip " that La Chair only shall pay.

Solomon La Chair, pltf. v/s [Abraham Linthout, deft.]. Pltf. demands payment of fl. 79. according to a/c. for the butter in question. Deft. denies the debt: shewing by declaration of Willem Bout and Rem Jansen, that he settled with pltf. on condition that he should [pay] fl. 70. to Rem Jansen, which he proves, by receipt, he has done; demanding, in consequence of said declaration, delivery of a silver cup, and a piece of linen of 25½ ells @ fl. 2. the ell for one beaver, which pltf's wife sinisterly took from the house and did not pay for. Pltf. replies: acknowledges to have received the silver cup, says he will deliver the same to Linthout, acknowledges to have received the linen, but it was brought into a/c; denies expressly, that he has agreed or settled with Linthout either about the Yacht or all their a/c., says he only settled about the arrest issued against him Linthout and no further, and that Abram Michels and Abram la Nooy were also present; denies that they had spoken about the note for the butter. Deft. answering exhibits a letter written to him by La Chair, wherein it appears, that he owes only 130 gl. and thereupon was received 20 lbs. powder, 1 gun, 40 lbs. sugar, and 1 beaver; saying, that La Chair promised him acquittance for all. La Chair says, he promised no further acquittance, than for the receipt according to arrest. Abram Michels being sent for to Court, and heard, declares, that he was present when La Chair and Linthout were together in dispute

about their a/c., and that they had much talk; and that La Chair said "pay Rem Jansen and I shall discharge you from arrest;" says he did not hear further, than about the question of their a/c. A. La Nooy being also heard; says he has no knowledge of the matter. It is resolved by the Court to send the statements to Fort Orange to be there collated and sworn to, as appears by the following letter:—

Honorable, wise, prudent Friends:

Honble Friends,

Whereas certain statements, copies whereof are hereto annexed, passed by Willem Bout and Rem Jansen inhabitants there, before the Secretary Van Hamel, are produced before our Court by one Abram Linthout, and his adversary Solomon La Chair expressly denies having agreed with Linthout further than the arrest on his person; and the Certificates state, that they settled about every thing, that they ever had to do together; and whereas no judgment can be delivered thereupon, on said certificates [Paper destroyed] before the same are collated and sworn to, we, therefore, request Your Worships to be pleased, for the maintainance of justice and decision of parties, to collate and attest the said certificates and transmit the same to us by the first opportunity, for further disposition. Which expecting, we commend Your Worships and your government to the merciful protection of the Most High and remain,

Your Worships affectionate friends,

The Burgomasters and Schepens of the City
Amsterdam in New Netherland.

By order of the same, Jacob Kip, Secretary.

Done, this 22d Aug. 1656. In Amsterdam in N. Neth^d.

The Superscription:—Honourable, wise, prudent their Worships of the Court of Fort Orange or Beverwyck.

Pieter Jacobsen Marius appears in Court requesting that the Bailiff be authorized to levy execution on the judgment against Jacob van Couwenhoven, inasmuch as he, otherwise knows not when he shall obtain his own. Whereupon, J. v. Couwenhoven being called into Court, appearing requested, as he was an old Burgher, that execution may not yet be proceeded with; saying that he had already given the deed of his house

and lot on the Strand * to the Bailiff to be sold, as security. He offers to sell by voluntary sale and not to his great loss, by execution, his said house and lot forthwith and to order his bouwery at Gravesend to be sold for the payment of pltf. The Court having heard the humble petition and offer of Jacob van Couwenhoven and taken the same into consideration, order said Couwenhoven from this day to order the sale of the aforesaid house and lot and Bouwery, to cause the same to be sold by voluntary sale in fourteen days after date hereof to pay pltf. according to judgment, and should said Couwenhoven fail therein, the Bailiff is hereby charged and authorized, without any further notice or longer delay, to sell then on said day, by execution, the said lot and house with the abovenamed Bouwery and what shall remain to the further payment of the pltf. Thus done and arrested in Court at the City Hall this 19. August. 1656.

On the 23rd August 1656. [In the City Hall] of this City Amsterdam in New Netherland.

Adriaen Woutersen, pltf. v/s Teunis Teunissen, Mason, deft. In case of arrest. Pltf. demands payment of 239 lbs. Tobacco delivered to deft. at Fort Orange to be sold for him pltf. @ 14 [lb.] for one beaver. Deft. acknowledges that pltf. brought the tobacco to his house for sale, but says, that Steven Gysbertsen there said that half the tobacco came to him. Having inquired, he delivered the same to him as soon as received. Claims salary for salvage of tobacco, and for arrest, one beaver per day. Pltf. says, that Steven Guysbertsen was no partner of his in the tobacco, or had a stiver of his own, which he says he can prove, requests payment or sufficient bail for the tobacco. Burgomaster Olof Stevensen declares in the name of Martin Jansen of Breuckelen, to be bail for Teunis Teunissen for the claim, which pltf. Aryaen Woutersen has for the tobacco.

* This was first known as the "Old Church Lot,"—a wooden church having been built on it as early as 1633. It was situate on the North side of the present Pearl Str., about 60 to 80 feet East of Whitehall. The lot together with the old church having been purchased by Jacob Wolphertsen van Couwenhoven April 8, 1656, was confirmed to him by patent of June 30, same year and pursuant to the order in this case again sold, Isaac de Foreest becoming the purchaser Septbr. 8, 1656. The latter, having built on the lot a house, "which is an ornament to the City," obtained in 1664 the grant of the lane adjoining to build a woodshed etc. Calendar of Dutch MSS., p. 383; *Valentine*, Manual, 1861, p. 589. It subsequently became the property of Allard Anthony.—B. F.

Wherefore deft. was released from Arrest, saving his recourse against Steven Gysbertsen. Done as above.

By order of the Burgomasters aforesaid

Jacob Kip, Secy.

The 28th August 1656. In the City Hall. Present the W: Heeren Nicasius de Silla, Oloff Stevensen, Allard Anthony, Johannes Verbrugge, Jacob Strycker, Will: Beeckman, and Hendrick Kip.

N. de Silla requests, in the name of the Director General and Council, that Isaack d'Foreest, Burger of this City, shall be heard on certain interrogatories either before the Court or Commissaries to be appointed for that purpose. Whereupon Isaack d'Foreest appeared in Court, and as time did not admit of his being heard on the interrogatories in Court, Jacob Strycker and Hendrick Kip were appointed Commissioners to cause the above named Foreest to appear before them and to have him answer the points.

Tryntie Hendrix, pltf. v/s Isaac Greveraer, deft. For that deft. takes possession of the whole passage-way between her and his house, half of which belongs to her. Deft. requests, that the Court shall be pleased to appoint one or more to inspect the same, and to examine the deeds and conveyances, and to decide thereon. The Court commissioned, besides the Surveyor Paulus Leendertsen Vandie Grift, Schout N. de Silla and Schepen Hendrick Kip to inspect the Work and decide between parties.

Honble Jan Vinje, present.

Isaack de Foreest, pltf. v/s Abram Rycken, deft. Pltf. demands payment of fl. 148. in beavers according to a note which ought to have been paid last June. Deft. acknowledges the debt: Says that he has been to the South after beaver, but could get none; and had agreed, if he could not get beavers, that he might pay with Zeewan. Pltf. replying, denies that he agreed for Zeewan; says that deft's wife left with him a certain deed of sale of a house and lot as security for payment, which she afterwards sinisterly took from him, and lifted the monies due thereon. Deft. says, he cannot pay otherwise than in Zeewan, and that partly; now and again. The Court having seen the plain obligation passed by deft. to the pltf. condemn the deft. to pay the pltf. according to the note in beavers within 14 days.

Jacob Teunissen, pltf. v/s Anthony Jansen Van Vaes, deft. Deft. in default. Pltf. exhibits certain certificates, in English, to the verification of his intention; and whereas deft. has delivered his answer into Court, pltf. is ordered to render the declaration, exhibited by him, into Dutch and to hand it in by the next Court day, when further disposition shall be made therein.

Jan [Vinje ?] pltf. v/s [Hendrick Pietersen, deft.] Pltf. says he bought a horse now about . . . .* He cannot come within 5 @ 6 gl. in a/c, requests that deft. be ordered . . . Offering to pay what shall be found . . . . on condition of annulling his note. The deft., Hendrick Pietersen, exhibits the note. He has received no beavers as the same states but Zewan etc. and therefore has had no satisfaction. Whereas the question is regarding a/cs, parties were referred to two arbitrators to wit: Tomas Hall and Michel Jansen who are hereby authorized to settle a/cs and if possible to reconcile parties; otherwise to render a report thereon to the Board.

Jan Vinje further complains, that Hendrick Pietersen *Kint in 't Water's* wife, goes carelessly night and day with fire through her own and her neighbours lots, whereby they are in great danger of fire; and that he has not repaired his house nor erected chimnies. Requests, that such disposition shall be made by the Court, that he as well as his neighbours be beyond danger. Hendrick Pietersen *Kint in 't Water* says, he bought the plank; the stone and nails he cannot yet obtain. Promising to do all in his power to prevent any disaster. The Court ordered Hend'k Pt: *Kint int water* to enclose his house, and to make chimnies according to the order of the Commissaries and Street Inspectors, wherefor 14 days time at the farthest was still allowed him, provided that he take good care, in the meanwhile, that no misfortune occurs.

Cornelis Dircksen Hoochlandt, pltf. v/s Pieter Jansen, deft. Pltf. demands payment of fl. 65. according to two different handwritings. Deft. acknowledges the handwriting, but says, that Joh: Nevius wrote their contract, claims on the contrary fl. 68. 15. for wages, according to specification, which is not deducted. Pltf. says, that the fl. 68. 15. which deft. claims, are deducted, and that Jan Evertsen and Frerick Lubbertsen were arbitrators thereon. The Court having seen the handwriting passed

* Original torn and consequently unintelligible.

by deft. after date of his a/c condemn him to pay the same to pltf., unless the above named Jan Evertsen Bout and Frerick Lubbertsen, arbitrators on parties former a/c., consider deft's claim was not deducted; in which case they were authorized to reconcile parties thereupon.

. . . . † v/s . . . Hendricksen, deft. For fl. 42. balance of a/c. Deft. acknowledges the debt, inasmuch as his a/c in offset agrees with pltf's credits to within a few stivers; but requests five or 6 week to pay. Pltf. says, he has already waited 4 years for payment. Deft. was, therefore, condemned to pay pltf. within 14 days.

Cornelia Schellinger, pltf. v/s Joresy Rapalje, deft. In case of arrest. Deft. in default. Pltf. appears in Court complaining that deft. has departed beyond his arrest. The Court provisionally granted only default.

Symon Joosten, pltf. v/s Augustyn Heermans, deft. Deft. in default. Pltf. appears in Court; says he arrested the deft. and that he has departed. The Court decides, that deft. is not liable to arrest, inasmuch as he is a Burgher here. Therefore default only was granted.

Matewis de Vos in quality as att'y for F: Fyn, pltf. against Dirck Smith's wife, deft. Pltf. demands payment of a balance of fl. 148. for oxen and other horned cattle sold and delivered to deft's husband by F. Fyn, according to contract, which oxen and cattle were pledged by mortgage for the payment; he sues for the arrest issued on said oxen and requests that said arrest be declared valid. Deft. acknowledges the note; says he cannot yet do any thing towards the payment of the balance in consequence of her husband's poor condition. The Court having seen the note and contract, declare the arrest on the oxen valid, and decide that pltf. in case of non payment, shall have a preference before all others, to the oxen.

Jores Van der Vorst, pltf. v/s Mary Van der Donck, deft. In case of arrest. Deft. in default. Pltf. appears in Court complains, that deft. has departed beyond arrest. The Court decides, that the Officer has to inform himself thereof, and institute his action thereupon.

Mary Peeck, pltf. v/s Joost Gooderissen, deft. Pltf. demands payment of fl. 16. 8. on a/c of Mr. Jonathan, for whom deft. agreed to pay her, as he owed him. Deft. acknowledges to be indebted to M[r] Jonathan

† Original destroyed.

and to be ready to pay pltf., provided that it be deducted from his drawn note. Parties being heard, deft. Joost Goderissen is condemned to pay pltf. the aforesaid fl. 16. 8., provided he give him proper receipt, and that it be credited on the note, which he says is in Isaack de Foreest's possession.

Monday, 4 Sept^{r} Anno 1656. In the City Hall. Present the W: Heeren Nicasius de Sille, Schout; Oloff Stevensen and Allard Anthony, Burgomasters; Johannes Pt^{r} Verbrugge, Jacob Strycker, Jan Vinje, Will^{m} Beeckman, and Hendrick Kip, Schepens.

Allard Anthony, pltf. v/s Walewyn Van der Veen, deft. Pltf. says, he has already delivered, pursuant to the order of the Hon^{ble} President, his demand and requests, that deft. shall bring in whatever he has against it. Deft. answers in writing as follows:—Walewyn van der Veen, deft. ads. Allard Anthony pltf., in case of slander. Deft. denies to have slandered him, but really has shewn and still regrets, before this Court, his discontent at the tergiversation and shameless evasions, with which pltf. endeavors to drag him, deft. along; seeking thereby to keep him from the right road. Pltf. notwithstanding, desires, to sue him deft. for slander and to execute the same. Deft. shall further answer him, reserving his demand in offset also in case of slander; as to what relates to that, which deft. has to say to the papers, which pltf. calls accounts, the same are signed contrary to mercantile style, without day or date with a captious clause, as the same can be seen. He requests therefore, that Allard Anthony, (leaving him undisturbed with his invented, new, absurd proceedings) be condemned to render promptly, due and proper a/c. *reliqua* and satisfaction according to the tenor of the Court's judgment, to the end, that deft. may no longer be retarded by pltf's odious exceptions. It was subscribed—Wal. Van der Veen. Which being read, pltf. replies and requests the Hon^{ble} President to be appointed with one or two from the Bench to examine the a/cs in dispute. Deft. W. vander Veen, in reply requesting on his side also that Commissioners may be appointed. Burgomasters and Schepens therefore appointed Sieurs Cornelis Steenwyck and Paulus Schrick, free merchants here, to examine the a/c in question and if possible to reconcile parties, or otherwise to report in writing to the Board. Done as above.

Hendrick Willemsen, Baker, pltf. v/s Joost Teunissen van Norden, Baker, deft. Deft. in default.

Jacob van Couwenhoven, pltf. v/s Frerick Lubbertsen, deft. Pltf. demands from deft., as att'y for Isaack Mens, payment of fl. 179. 10. which he hath arrested with Isack Mens on behalf of Andries and Rogier Kilvert, according to acte of the Court Messenger. Deft. requests copy of the demand and time to answer thereunto till the next Court day.

Abraham Linthout, pltf. v/s S. La Chair's Wife, deft. Pltf. appearing in Court, complains that deft. has arrested him here, and caused him to be summoned last Court day and requests reasons for arrest. Deft. acknowledges to have arrested pltf. and then summoned him for last Court day, because pltf. had sent the Court Messenger 2 @ 3 times for the silver cup and piece of linen in question; but says, she has discharged the arrest, until the return of her husband, and thought that the arrest was not before the Court; regrets that it is so, as pltf. was discharged. Pltf. replying denies being discharged from arrest, saying he was in arrest 5 days previous to the last sitting of the Court; claims cost for damage and being defrauded of his journey. The Court Messenger being heard by the bench declares, that he arrested and summoned pltf. Linthout for La Chair, but was not again discharged from arrest. (Deft. says, that pltf. Linthout has blinded the eyes of the Judges against her husband in the case. The Hon^ble^ Schout arrested deft. for said words and summons her to prove the same). Parties being heard, the Court declares the said arrest invalid, and consents, that pltf. may institute his action for said arrest.

Hendrick Hendricksen, Tailor, pltf. v/s Andries Hoppen, deft. Deft. in default. Pltf. appears in Court, exhibiting the decision of the arbitrators appointed by the Court relative to their difference. Requests, that deft. be condemned to pay him according to said decision, with costs. The Court having seen the decision of the arbitrators, condemn deft. Andries Hoppen to pay pltf. fl. 10: 6. balance due him according to decision, with costs incurred herein taxed at fl. 3. Done etc.

Jan Evertsen Bout appearing in Court presents a petition regarding the matter frequently in dispute with Frans Jansen. Ordered, that he may summon his party aforesaid.

Pieter Jansen, pltf. v/s Jan Evertsen Bout and Frerick Lubbertsen, defts. To testify the truth in the case of last Court day against Corn.

Dircksen Hoochlandt. Defts request, that Cornelis Dircksen Hoochlandt as party may be also heard; who, likewise, appeared, and then Jan Evertsen Bout and Frerick Lubbertsen declared, that they were arbitrators between Pieter Jansen and Cornelis Dircksen Hoochlandt in the dispute, which they had about the farm, and that the a/c, which Pieter Jansen claimed, was then exhibited. That they then finished completely all questions and Pieter Jansen thereupon gave Cornelis Dircksen a note. The Court heard the declaration of the arbitrators aforesaid, summoned by Pieter Jansen, and having seen the note, which after date of the a/c was drawn by Pieter Jansen in favor of Cornelis Dircksen Hoochlandt, condemn Pieter Jansen to pay said note amounting to fl. 65. to Cornelis Dircksen Hoochlandt.

Symon Joosten, pltf. v/s Augustyn Heermans, deft. Pltf. demands delivery of a lot 50 feet wide and 100 feet long, according to contract. N. Verleth, as att'y for Augustyn Heermans, appeared in Court; answering says, that pltf. selected the said lot fully over 2 years ago and the Court Messenger measured it for him. Pltf. replying acknowledges, that the lot was measured off for him for a garden, but he never could receive a deed for it. Now the street is run right through the lot. Requests to have a lot for it. Deft. requests delay, until the arrival of Augustyn Heermans, who is daily expected. The Court postponed the matter in dispute until the arrival of Augustyn Heerman, as he is daily expected.

Grietie Cosyns, pltf. v/s Cristiaen Antony, deft. Both in default.

Christian Antony, pltf. v/s Vroutie Cosyns, deft. Both in default.

Hendrick Jansen, smith, appears in Court with Sybout Claessen, which Sybout Claessen deposes, that Jan van Haerlem, (who broke his leg and therefore cannot personally come) declared to him, that he was present, when Hendrick Jansen delivered the tobacco to Juryaen Fradel, and that there was 147 lbs., which he and Juryaen Fradel helped to bring from Hendrick Jansens house to the Fort, and that Juryaen had absolutely received the tobacco. Whereupon Nicolaes Backer, atty for Juryaen Fradel, being heard, says, he is ignorant thereof, but that the tobacco is not merchantable. The Court orders that Jan van Haerlem's declaration shall be taken in writing, and if it agree with the deposition of Sybout Claessen, it is decided, inasmuch as it appears, that Juryaen Fradel brought the tobacco from Henrick Janssen's house and took and

received the same at his, that the same shall avail in reduction of the payment of the demanded sum, without instituting further proceedings.

Jacob Barsimsom furnishes his papers in the suit against Allard Anthony, requesting despatch of the case. Therefore Allard Anthony was ordered to furnish his exhibits, for judgment to be then given.

The Hon^ble^ General Petrus Stuyvesant appears in Court of Burgomasters and Schepens and makes certain verbal propositions, which the Burgomasters and Schepens request in writing, so as to deliberate thereupon. Whereupon the Hon^ble^ Gen^l^ delivered in a certain minute, (copy whereof follows hereafter) and said, that the substance thereof was contained in the same; but that he had not drawn it up formally or to serve as the principal.

Copy.

Hon^ble^ Friends

The cause of my coming here to this, your Honors' Meeting is solely according to my office and duty, to request your Honors once more and for the last time, as I have done frequently heretofore, to provide supplies, at the earnest recommendations and instructions of the Hon^ble^ Lords Directors given you. Through want of these we see, to our sorrow, not only our city works retarded and delayed—the encircling this, in time, with palisades and other forts of defences, and rendering it defensible and close against a sudden assault either of Indians or others—but what is worse and afflicts us more, experience shews that what has been already done is wholly in ruin and scarcely any hand raised or repairs done to anything, the cause of which is not so imputable to your Honors negligence or indisposition, but to want of money to repair what is decayed and to complete what is unfinished. Many plans have been proposed by us to raise and provide means, independent of what we agreed and consented to last year at the request of the Burgomasters and Schepens—being a voluntary assessment each according to his means, which was done then. In addition to this, we allowed your Honors, pursuant, to the resolution of the Director General dated 28. January 1656., one stiver in the guilder from the cattle slaughtered for consumption within your Honors' City. How the aforesaid is put in practice and its amount we remain ignorant of to this day. We should deem it not inadvisable to farm it out now.

Further we consented, that your Honors should impose and levy something on beer and wine consumed within this city; which, if it have not prospered, is owing not to the Director General and Council, but, in our opinion, to your Honors.

And since the Hon^ble^ Lords Directors ceded to your Honors' Court the conveying of lots situate within this city, seeing by actual and long experience the spaciousness and great size of the lots which some hold and occupy, the one more than the other, and retain, whether for pleasure or in hope of future advantage and greater profit, to the marked prevention and retardment of buildings, we have offered, by instructions from the Hon^ble^ Lords Directors, to you, the Burgomasters and Schepens, which we still renew, the imposing and levying a reasonable assessment (*gront pacht*) on the lots, and that for the payment of the incurred debts, which we think and also decide ought to be paid and discharged, inasmuch as some existed already three, others, two years, and must continue longer. We think that the lenders and interested should receive, henceforth, a reasonable interest, until the discharge thereof. We consider it essentially necessary that the City had some [income], and that after the debts are paid, some monies be collected and laid aside as in a treasury, to be used in time of need. For that reason we leave to your Honors' consideration the aforesaid, as well as the rate, which your Honors with the advice of the Director General and Council may conclude in laying and levying, to pay, as Burgomasters and Schepens, the incurred debts, therefrom, or to leave the levying to the Director General and Council, when they will assume the incurred debts to themselves, and further, repair, as far as it is possible and feasible for them to do, the decayed works, and endeavor to complete the work begun with palisades on the North River.

Finally, we have to recommend to your Honors in general, but especially to the Schout and Burgomasters in particular, the observance and practice of the Ordinances and Placards published by the Director General and Council on weights, ells and measures; such chiefly relating to bakers and tapsters—particularly about the bakers, touching whom not the slightest complaint has been made to us regarding the lightness or dearness of bread—subjects worthy of peculiar attention.

Lastly, concerning the crowding of the streets with stones and timber, so that no carts or wagons can pass etc.

The Original hereof is a memorandum written by the Hon^ble^ General himself.

Friday, 8^th^ Sept^r^ 1656. In the City Hall. Present the W: Heeren, Oloff Stevensen, Allard Anthony, Johan: Pt^r^ Verbrugge, Jacob Strycker, Jan Vinje, Will^m^ Beekman, and Hendrick Kip.

Having considered the proposition made by the Hon^ble^ General in the last Court, it is resolved and concluded, that the revenue of the slaughtered meat and of the Burgher excise together with what may be further imposed, shall be farmed; and it is further concluded by petition to ask the Director General and Council, about the proposals of the Hon^ble^ General,

First, to explain, why the new imposts have not been enforced;

Secondly, to resolve to impose some subsidies, which are least burdensome, and to make therewith all necessary repairs, on condition that the Director General and Council shall first give Burgomasters and Schepens a formal *Acte*, that it shall belong to the City and be disbursed by the Burgomasters.

Thirdly to solicit, for reasons therein to be mentioned, that Director General and Council would please to excuse the Commonalty from the outstanding incurred debts, or to write thereon to the Hon^ble^ Lords Directors and await their rescript, as to whether the same shall be paid by the citizens, or discharged by their Lordships.

Whereas Sieur Cornelis Steenwyck has been as yet prevented by his considerable business and undertaken journey to Fort Orange to examine the a/c according to previous Acte, Sieur Piet^r^ Jacobs Buys was appointed in his stead or in his absence as the third. Done this 9^th^ Sept 1656. Amsterdam in N. Neth^d^. By order of the Hon^ble^ President,

Jacob Kip, Secretary.

To the Right Hon^ble^ Director General and Councillors of New Netherland.

Rt Hon^ble^

Whereas the Hon^ble^ General appeared last Monday in Our Meeting and communicated to the Burgomasters and Schepens the instructions of the Hon^ble^ Lords Patroons to provide ways and means, and reproved the neglecting thereof, whereby the City works are in decay and the incurred debts are, also, unpaid.

Therefore, We, Burgomasters and Schepens of this City of Amsterdam in New Netherland, considering the low and sober condition and circumstances of the inhabitants of this City, both in consequence of the last trouble with the Indians by the great damage and loss suffered there, and the previous difficulties with our neighbours, the English; in the erection of walls, defences and divers expeditions then undertaken: Besides, again, last harvest, a voluntary assessment of about six thousand guilders raised from the Commonalty in addition to various other collections, so that the inhabitants are so reduced, that many scarcely see, where they are to get means, and others have in consequence gone away. They have, therefore, waited to the present time deliberating on finding ways and means proposed to be levied by you.

But they now are resolved to create and farm, with your approbation, some imposts which, in our opinion, are least burdensome to the Commonalty; to be collected into the City Treasury and expended to the advantage of this City to the necessary repairs thereof according to circumstances; provided you grant to the Burgomasters and Schepens formal Acte, that the same shall henceforth and for ever belong to the City and be disbursed by the Burgomasters.

And whereas it is the custom in our Fatherland, that the frontier place such as this, whereon the whole country depends, be fortified and strengthened, not at the expense of this City, (since many even like this are unable to defray such), but from the general revenue; Therefore Burgomasters and Schepens request that you would be pleased to excuse this Commonalty, (in consideration of their extraordinary services and onerous labours expended at their own cost,) from said incurred debts; so that equality may once be obtained and these inhabitants may be encouraged to the greater prosperity of the Commonalty. Or, otherwise, that the Hon^ble^ Lords Patroons may be written to, and their Lordships' rescript waited for. Expecting hereupon your favorable disposition and remaining your obedient Servants

The Burgomasters and Schepens of the City of
Amsterdam in N: Netherland.

Oloff Stevensen,
Allard Anthony,
Johannes Van Brugh,
Jacob Strycker.

Done, this 11th Sept. 1656. Concluded and Signed in Court at the City Hall; Amsterdam, in N. Netherland.

Monday, 11th Sept. 1656. In the City Hall. Present the W Heeren Allard Anthony, Joh: Pt. Verbrugge, Jacob Strycker, Will: Beeckman, Jan Vinje, and Hendrick Kip.

Pieter Lourensen, pltf. v/s Jacob Eldertsen, deft. Pltf's wife appeared and deft. in default.

Jacob van Couwenhoven, pltf. v/s Frerick Lubbertsen, deft. Deft. as att'y for Isaack Mens, answers in writing the demand of last Court day, according to order; which being read and parties being heard thereupon, pltf. Couwenhoven acknowledges, that Isaack Mens has paid Kilvert and that he removed the arrest from the tobacco, but arrested the monies. Ordered by the Court, that pltf. Couwenhoven shall be granted copy of deft's answer, thereunto to reply by the next Court day.

The written petition of Pieter van Couwenhoven for payment for planks delivered in the last trouble with the Indians, being examined, it was decided that the planks for which the money is due were delivered at the Fort. Therefore it is postponed until future Meeting.

The Honble. Allard Anthony in quality of Agent for skipper Jacob Jansen Huys, furnishes the exhibits in the case against Jacob Barsimsom, requesting despatch of the matter. And whereas the Court is incomplete, it was postponed until the next Court day. Further the petition to the Director General and Council is concluded and signed.

Whereas Allard Anthony objects to Pieter Jacobsen Buys, who is his adversary, therefore the Court hereby and for the last time appoints in his stead Sieur Jacobus Backer, free merchant here, in conformity with previous action. Done this 11 Sept. 1656. Amsterdam in N. Netherland.

By Order of the Honble President

Jacob Kip, Secretary.

Monday 18th Sept. 1656. In the City Hall. Present the W Heeren N. de Silla, Oloff Stevensen, Allard Anthony, Johannes Verbrugge, Jacob Strycker, Jan Vinje, Willm Beekman and Hendrick Kip.

Opened in Court a certain letter, whereof the superscription was— Honourable, Wise, Prudent Burgomasters and Schepens of the City of

New Amsterdam, residing at the Manhattans, per Friend, whom God preserve. And the same was found to come from the Worshipful Court of Beverwyck, tending to the further clearing of the dispute between Abram Linthout and Solomon La Chair.

Schout N. de Silla, pltf. v/s Marretie Claes and Jochem Beeckmans wife, for quarreling and slander perpetrated on the Highway (Broadway). Marretie Claesen appears in Court, complaining, that Jochem Schoester's wife scandalously slandered her, whilst she stood at her door, with many dishonorable speeches and proposals, and requesting, that she be ordered to let her be in peace. Jochem Beeckman and his wife appeared both in Court complaining, that they were slandered by Martie, and flew at each other in Court with hard words, without having proof on the one side or the other—Therefore the Court imposed silence on parties and ordered them to live henceforth quiet and in peace and order as good neighbours ought to do; or failing therein, that on first complaint and proof, other disposition shall be made in the matter; condemning Jochem Beeckman or his wife in the penalty of fl. 10. and Tomas Fredricksen or his wife in the penalty of fl. 6. for the benefit of the deaconry of this City.

Hendrick Hendricks, pltf. v/s Andries Hoppen, deft. Pltf. complains, that the aforesaid deft. will not pay him, according to the decision of good men and the judgment of the Court; claiming therefore fulfillment thereof with costs: And states that deft's wife has scandalously slandered his wife. Deft's wife appearing answers, she had offered to pltf. fl. 10. 6., which he refused; says she was not aware of the decision of the good men nor of the judgment and therefore not liable to any costs. Denies the slander, of which pltf. complains; but says, she is also slandered. The Court having heard parties and pltf's witnesses, have condemned deft. as they do hereby, that she shall hand over and pay to pltf. promptly, within 24 hours from this, the fl. 13. 10 according to previous judgment, and parties, on both sides were further ordered to remain at peace, without injuring or abusing each other, or further disposition shall be made therein.

Marretie Pietersen, pltf. v/s Jacob Eldertsen, deft. Pltf. complains, that deft. shot her dog: requests indemnification for the same to the am[t] of fl. 16. as it was a good waterdog. Deft. acknowledges having shot the dog, for the dog attempted to attack him in the street and in

catching a stone to drive him away, he bit him in the finger, so that he was obliged to have it dressed by the surgeon. Maintains, therefore, that he is not liable to pay a stiver for it. Pltf. replying says, that deft. shot the dog, when she called him and he was by her person, and denies that the dog bit him. The Court ordered, that deft. shall prove on the next Court day his assertion, that the dog bit him, when further disposition shall be made of the matter.

Mareten Ottersen, pltf. v/s Cornelis Jansen Coele, deft. Pltf. demands payment of a balance of fl. 16. for 1½ month he navigated with the deft. Deft. acknowledges, that pltf. came with him from Fort Orange, and was on board his sloop in the harbor here, because he could do nothing else, but denies having hired him, saying that he came away with him only for his board, and as the yacht was somewhat leaky, he promised to pay him something for his trouble which he has done. The Court orders pltf. to prove, that deft. hired him, and that he worked so long on board his bark, when further disposition shall be made therein.

Symon Joosten, pltf. v/s Augustyn Heerman, deft. Pltf. requests delivery, according to contract, of a certain lot, which he exchanged with deft. for his farm. Deft. answering says, that he allowed pltf. to select, according to his own choice, the lot, two years ago, which he owed him, and then measured it; and that pltf. now recently demanded conveyance thereof, which he offered, as he still does. Pltf. replying maintains, inasmuch as the road is run right through said lot, which was measured to him for a garden, and as his contract speaks of a square lot, and he has not yet received any deed, that deft. is bound to deliver him another lot of similar size. Parties being heard, the Court referred the matter in dispute to the Surveyor and the Schout of this City to reconcile the parties if possible after due inspection and pertinent examination; or otherwise to report to the Court.

Pltf. Symon Joosten, claims in like manner of Augustyn Heerman, payment of 6 beavers for balance of 4 months and 6 days navigating on board deft's galliot @ fl. 30. per month. Deft. Augustyn Heerman says, he is ignorant of pltf's claim. Requests proof. The Court ordered the pltf. to prove his claim.

Abraham Linthout, pltf. v/s Solomon La Chair, deft. Deft. in default. Pltf. appears in Court, claiming payment for costs and damage

suffered from arrest and that he is now about to depart. Deft. communicates certain writing to the Court. And whereas he is *in loco*, default was granted and pltf. was allowed to depart on leaving an att'y in his place.

Willem Cattoen, pltf. v/s James Keets, deft. Both in default.

Adriaen Vincent, pltf. v/s Kortrys, a Frenchman, deft. Deft. in default.

M^r^ Jacob Hendrick Varvanger, pltf. v/s Pieter Tonneman, deft. Pltf. appears in Court exhibiting certain note dated 6. December 1655 drawn in his pltf's favor by Jacobus Krap, Surgeon, at present in South River, for the sum of fl. 217. 10. which should have been paid last July. And whereas deft. signed as bail for the payment and he has in hand a certain chest and other property of the said Krap, which he has arrested as security for his payment, therefore he now prosecutes, before the Court, the said arrest, and demands that the same be declared valid, by virtue of said note. Whereupon deft. being heard, he acknowledges to have in his possession a chest and other property of Jacob Krap and that the same is arrested; but that he signed merely as a simple bail without renouncing benefit, and therefore is not responsible for the payment of the note. The Court having seen said note, declares the aforesaid arrest valid.

Jacob van Couwenhoven appears in Court and hands in his written reply against Frerick Lubbertsen as att'y for Isack Mens, whereupon was endorsed—The Court orders, that copy hereof shall be granted to pltf. to answer thereunto by the next Court day.

Jacob Barsimsom appears in Court, and requests despatch in the case against Allard Anthony, and whereas the time has expired, it was postponed until Thursday when a meeting shall be held expressly therefor.

Isaack de Foreest appears in Court exhibiting a deed delivered to him by Abram Rycken as a mortgage for his payment. And whereas he, A. Rycken, has lifted the money, and will also lift the balance, requests that Jan Rutgersen shall sign as payer therefor to his benefit. The Court decides, that Foreest shall summon Abr: Rycken, whereas Jan Rutgersen appearing said, he was not bound to do so.

Endorsed on the petition of Pieter van Couwenhoven—Whereas the planks, for which petitioner demands payment were delivered, according to declaration, by order of the Hon^ble^ La Montagne and the late officer Tienhoven, petitioner is referred to the same, to look to the Director

General for his payment. But what is found to have been furnished for the City's works shall be paid him by the Burgomasters.

The Hon^ble^ Willem Beeckman exhibits, as attorney for Eldert de Goyer, the judgment pronounced by the Court in favor of him, de Goyer, dated 10^th^ July last against P: van Couwenhoven. As he cannot receive as yet the payment thereof, requests that the Bailiff be authorized to levy execution. Whereupon was endorsed—At the request of the Hon^ble^ Beeckman as attorney of Eldert de Goyer, the Bailiff is authorized to execute the aforesaid judgment.

After previous bell ringing, the following Ordinance for a Market day was published from the City Hall.

The Director General and Council of New Netherland, To all those who shall see these or hear them read, Health! Be it known. Whereas now and again divers wares such as meat, pork, butter, cheese, turnips, carrots and cabbage and other country produce, are brought to this City for sale by the outside people; with which being come to the Strand here, they are obliged frequently to remain a long time with their wares to their great damage, because the Commonalty, or at least the greater part thereof, who reside at a distance from the waterside, do not know, that such articles are brought for sale, which tends not only to the inconvenience of the Burgher—but to the serious damage of the industrious countryman, who frequently loses more, than he has expended on his wares; Therefore being desirous to remedy this evil, the Director General and Council, hereby ordain, that from now henceforward the Saturdays shall be Marketdays here within this City, on the beach, near or in the neighbourhood of Master Hans Kierstede's house,* whereby every one, who has any thing to sell or to buy shall regulate himself. Thus done at the Meeting of the Honble Director General and Council, held in Fort Amsterdam in New Netherland this 12^th^ Septemb^r^ Anno 1656. Under Stood. By Order of the Hon^ble^ Director General and Council of New Netherland. Signed C. V. Ruyven, Sec'y.

Thursday the 21. Sept. 1656. In the City Hall. Present the W Heeren, N. de Silla, Oloff Stevensen, Jan Vinje, Will^m^ Beeckman, and Hendrick Kip.

* On the South side of Pearl Str., between Whitehall and Moore.

The exhibits in the suit between Jacob Barsimsom and Allard Anthony as att'y for skipper Jacob Jansen Huys being examined and reviewed, their Worships (except the Hon^ble^ Silla who has retired and the Honble Oloff Stevensen) are of opinion, that the skipper or his agent ought to pay pltf. his loss incurred from stolen goods, on condition, that pltf. prove the amount. But inasmuch as the Court is not complete, no conclusion is taken, but it is postponed to another Meeting.

Jan Jansen Junior requests by petition permission to tap. Whereupon was endorsed—Petitioner's request is granted, the same as to other tavern Keepers.

The Honble President proposes to farm out the Burgher excise on wine and beer. But it was resolved to postpone the same until the answer shall have been received to the Petition to the Honble Director General and Council.

Monday, 25^th^ Sept^r^ 1656. In the City Hall. Present the W: Heeren N. de Silla, Oloff Stevensen, Allard Anthony, Jacob Strycker, and Hend'k Kip.

Whereas the sheeting in front of the City Hall, and before the Waterport on the East River,* and other places thereabout is finished and is further continued by others, and it is deemed expedient, not only for the welfare of this City in general, but of the neighbours resident about the beach in particular, that the sheeting be altogether erected and completed, the Burgomasters and Schepens do, therefore, order, and hereby, through the Court Messenger, give notice to, all those who have any houses or lots on the East River, between the City port and City Hall properly to line with sheet planks their lots, according to the executed plan and survey, between this and the xvii. December next, under the penalty of fl. 25. to be paid by each one, who shall fail to perform the same, which shall then be done at the expense of those remaining in default. Thus done and ordered in Court at the City Hall at Amsterd^m^ in N. Netherland this 25 Sept^r^ 1656.

Whereas it is found that many houses, cottages, fences, doors etc. were made and erected here within this City of Amsterdam in N. Netherland, without the knowledge and approbation of the Surveyors, whereby

* Or Gate, Pearl Str., north of Wall.—B. F.

many buildings are found irregular, not only to the inconvenience of the Commonalty, but to the disrepute of this City; the Burgomasters and Schepens of said City do, therefore, hereby order, pursuant to previous placards, that no person shall presume to erect any house, cottage, fence, gates or such like without first notifying the Surveyors of this City and have received their survey and approval thereof, on pain of the fine previously enacted therein. Thus done and Ordained at the Court at the City Hall of this City of Amsterdam in N. Netherland this 25 Sept^{r} 1656. and published the 28th Sept^{r}

All and every one who, during the last trouble with the Indians, delivered any planks for the erection of the works then, are hereby notified, that they shall hand in their accounts therefor to the Secretary's office within 8 days from date, then to examine where the same were used and to give every one proper satisfaction and contentment. Done this 25th Sept^{r} 1656, in Court and published the 28th Septemb^{r}

Schout N. de Sille, pltf. v/s Cornelis Jansen, Woodsawyer, deft. Deft. in default.

Hon^{ble} Jan Vinje present.

Walewyn Vander Veen, pltf. v/s Allard Anthony, deft. Pltf. exhibits the return and decision of the arbitrators appointed by the Court over the a/cs between him, the pltf. and Allard Anthony, complaining, that he cannot yet receive any proper account; requesting, as the ships are about to depart, that deft. Allart Anthony shall be constrained by imprisonment by the Court, to render him due account and satisfaction. Deft. says, he has had, as yet, no leisure punctually to shew all the items according to the plan of the arbitrators and that they said. . . . The Court order, that Allard Anthony shall render due a/c to Walewyn Van der Veen, within four times four and twenty hours after service hereof, according to the decision of the arbitrators or in default thereof, the request of the pltf. Van der Veen is granted.

Walewyn Van der Veen, pltf. v/s Pieter Van Couwenhoven, deft. Deft. in default. Pltf. appears in Court requesting, inasmuch as he is at law with Allard Anthony, and therefore suspects him, that he would please to rise up [from the bench,] but as it is stated that deft. Couwenhoven is sick, one default only was granted.

Hon^{ble} Beeckman, present.

Willem Beeckman, pltf. v/s Pieter van Couwenhoven, deft. Deft. in default. Pltf. appears in Court stating, that he has arrested certain monies of Couwenhoven in the hands of Cornelis van Tienhoven, for the fulfillment of the judgment obtained by Eldert de Goyer against him, requesting, that the arrest shall be declared valid. The Court decided that a Burgher or his money is not subject to arrest, but the Bailiff was again authorized to levy execution.

Pieter van Couwenhoven, pltf. v/s Jan Corporal, deft. Both in default.

Solomon La Chair, pltf. v/s Abram Linthout, deft. Deft. in default.

Solomon La Chair, pltf. v/s John Laurens, deft. Pltf. exhibits certain writing and by him called a deduction, requesting, that the Court may be pleased to take in revision the case between him and John Laurens, whereon judgment has been pronounced, as, he says, he can give further explanation. The Court accept petitioner in revision, and order that the party shall obtain copy of the paper to use the same on the next Court day.

Jacob Schellinger, pltf. v/s Catalyn Joresy, deft. Deft. in default. Pltf. appears in Court complaining, that deft. is departed beyond his arrest and summons, which is confirmed by the Court Messenger. Default is granted by the Court.

Aryaen Huybertsen, pltf. v/s Lourens Cornelisen Vander Wel, deft. Deft. in default.

Frerick Lubbertsen, pltf. v/s Jacob van Couwenhoven, deft. Deft. in default. Pltf. appears in Court exhibiting a note, signed by J. v. Couwenhoven for a horse sold and delivered to him. Complaining that he cannot yet receive his pay. The Court having seen said note condemn Couwenhoven, according to the same, to pay pltf. without delay; or in default thereof he, Frerick Lubbertsen, shall take the horse back and sell him according to the note.

Frerick Lubbertsen requests by petition in the case instituted by Jacob van Couwenhoven against him as attorney of Isaack Mens, that Couwenhoven shall be ordered to deliver him copy of the note signed by Kilvert, the *Acte* of the Court Messenger and all the documents in the case, to answer thereunto, as does more fully appear by the petition. Whereupon was endorsed—*Fiat ut petitur*. (Be it done as requested.)

Marretie Lourissen, pltf. v/s Jacob Eldertsen, deft. Pltf. in default. Deft. appears; exhibits pursuant to order of last Court day, the declaration of M^{r} Hans Kierstede relative to the wound from the dog; and whereas pltf. is absent, default only was granted.

Resolved in Court, not to farm out the Burgher excise and Slaughter excise, before and until the endorsement of the Director General and Council shall be received to the petition.

The exhibits in the suit between Jacob Barsimsom and Allard Anthony, attorney of Jacob Jansen Huys are again examined and the following opinion and judgment rendered:—N. de Silla advises, that the att'y of the skipper shall pay J^{b} Barsimsom the loss, which he shall prove he suffered. Oloff. Stevensen decides, that the skipper's attorney ought not to be held to pay, since he did not sign for the goods. The other Magistrates (Schepens) decide, that Allard Anthony as atty for the skipper, Jacob Jansen Huys, must pay here the damage which pltf. Barsimsom shall prove he has suffered, according to the value, as the skipper, as master and commander of the ship could and ought to have prevented the disturbance and loss of the goods, the rather, when the pltf. complained to and demanded assistance from him and on refusal duly protested against the skipper,—saving the skipper's recourse against those, who plundered the goods.

Whereas Jacob Barsimsom, a Jew, has before the Court of this City sued Allard Anthony in his quality as attorney for Jacob Jansen Huys skipper, in the year 1654, of the ship the *Pear tree*, for and because of certain goods, which one Jacob Aboast, a passenger hither in said ship, forcibly took from said Barsimsom's chest, which lay under the deck of said ship and proceeded on shore with the same as they lay at anchor opposite Wight in England, notwithstanding he Barsimsom complained to the skipper of said violence, demanded aid against it, and on refusal thereof has protested, Therefore pltf. concludes, that said Allard Anthony, as attorney of the aforesaid Jacob Jansen Huys, shall be condemned to furnish and pay him for the taken goods according to bill, at the current price here. The Court after having examined and paid attention to what was material in the papers and documents produced by parties on both sides after full trial, find by declaration produced, that pltf. Barsimsom complained of the violence committed on him by Aboast,

a fellow passenger in aforesaid ship, to the skipper as commander there; requested assistance, which being refused, he duly protested against the same, and whereas the skipper, as master of the ship on board thereof, could and ought to have prevented such violence and plunder of property, We, therefore, decide, that the skipper is the cause of pltf's damage and loss, and therefore Allard Anthony, as attorney for the skipper Jacob Jansen Huys is condemned, by plurality of votes to indemnify and pay pltf. for his suffered damage, according to the value of the goods here, to the extent that he shall have proved to have suffered; saving the skipper's recourse against the abovenamed Aboast. Thus done and adjudged in the Court of the Schout, Burgomasters and Schepens (absent Joh: Pt: Verbrugge) this 25 Sept: 1656.

On the 25th Sept: 1656 appeared Allard Anthony, as att'y for Jacob Jansen Huys, at the Secretary's office of this City and declared to have appealed to the Director General and Council of New Netherland, on the date hereof, from the judgment pronounced by the Court here between Jacob Barsimsom and him the Comparant in his quality aforesaid.

Wednesday, 27th Sept: 1656. In the City Hall. Present the W: Heeren N. de Sille, Oloff Stevensen, Allard Anthony, Joh: Pt: Verbrugge, Jacob Strycker, and Hendrick Kip.

On the date hereof the endorsement of the Director General and Council on the petition of the Burgomasters and Schepens dated 11th Sept: last delivered to the Direct: General and Council was received, which is as follows:—

To the first point is answered, that the assessment, which the Burgomasters and Schepens say the Burghers of this City contributed, was allowed by the Director General and Council for the discharge of the incurred debts; see their Resolution dated 11th October, 1655.

To the 2nd Point is answered; that Burgomasters and Schepens ought to shew, what imposts and their amount they are disposed to establish to be sanctioned by the Director General and Council; whether they are less burdensome for the Commonalty and can accomplish the discharge of the debt. Regarding the following Conditions and request for an Acte that the imposts shall remain now and always to the City, and be disbursed by the Burgomasters, the Director General and Council consider these con-

ditions first, too premature; secondly, somewhat unbecoming; thirdly, unnecessary.

Too premature; since it is not stated what taxes.

Somewhat unbecoming; to demand a perpetual and everlasting tax, not resorted to in any place to the knowledge of the Director General and Council.

Unnecessary; since it is unexampled, that anything was taken from the Burgomasters and Schepens, that they imposed on the Burghery by consent of the Director General and Council.

Yet, to satisfy the petitioners, the Director General and Council not only consent, but deem necessary, that the Burgomasters and Schepens should deliberate on some ways and means to be introduced with the previous knowledge and consent of the Director General and Council, the proceeds whereof shall be received, taken care of or employed for the advantage of this City and its inhabitants, on condition that the same, like others, shall be duly accounted for to the Director General and Council, or their authorized delegates. Done in the Meeting in Fort Amsterdam in New Netherland the 20th Sept. 1656. Understood, By order of the Honble Director General and Council of New Netherland.

Signed C. V. Ruyven, Secretary.

Which aforesaid conclusion being examined and considered, the apostile is found not to agree with the intention of the petition. Therefore it is postponed until next Meeting.

The Burgomasters inform the Court, that they had been, this morning, to the meeting of the Director General and Council, and there, according to agreement, orally requested, that the Director General should, if possible, remain here, in the existing circumstances of the Country, and not go to Fort Orange; and that his Honor said he must necessarily be at Fort Orange; but since the same request is also made by the Magistrates of Breuckelen, Amesfoort and Middelwout, and it would, in case of any disaster, be a serious responsibility for his Honor, he requests, that the Burgomasters and the Honble Councillors would be pleased to appear at the Fort, in the afternoon, to come to a resolution thereupon. Which being allowed, the Burgomasters and Schepens therefore again adhere to their aforesaid verbal request, and decide that they cannot assist in drawing up any resolution thereon; but that the Honble

General and his Council can resolve according to their pleasure. And whereas the Hon^ble Schout says he attends the Meeting of the Burgomasters and Schepens to hear their opinion thereupon, it is resolved, that he can state the same to the Director General and Council. Done, 27^th Sept. 1656

Tuesday, 28^th Sept 1656. In the City Hall. Present the W. Heeren Nicasius de Sille, Olof Stevensen, Allard Anthony, Johan. Pt^r Verbrugge, Jacob Schellinger, Jan Vinje, Wm. Beekman, and Hend^k Kip.

The endorsement of the Director General and Council on the petition of the Burgomasters and Schepens being considered in Court, it is finally resolved, in order to prevent as much as possible all differences, to write by the first opportunity to the Hon^ble Lords Principals thereupon, and then to deliver a copy of said letter to the Honble General, and await their Lordships' resolve thereon.

Burgomasters report, that they were yesterday sent for to the meeting of the Director General and Council and that the General after some reasoning, said to them—If Burgomasters and Schepens will not farm out the Burgher excise on Wine and Beer and the tax on slaughtered cattle, that his Honor would cause it to be done: and that his Honor decided, that both the Company's and the City's Servants as well as the tavern-keepers should pay the usual Burgher excise.

Which being considered, it is unanimously resolved at the Court aforesaid, that the ordinary Burgher excise and the tax on slaughtered cattle within this city shall be farmed out by the Burgomasters tomorrow; and it is decided that all the tavern keepers shall pay, besides the tapsters' excise, also the usual Burgher excise, and that no person, as well Companys as City's officers shall be exempt therefrom. Which shall be communicated by the Burgomasters to the Hon^ble General, and then they shall cause the farming to be published from the City Hall as this day has been done by the following notice.

The Schout, Burgomasters and Schepens of the City of Amsterdam in New Netherland make known by this ringing of the bell, that they intend, with the approbation of the Hon^ble Director General and Council, to farm out the usual Burgher excise of wine and beer, together with the imposed tax on cattle slaughtered within this City. Should any one have a liking

thereto, he will please to repair at two o'Clock in the afternoon to the house of Lieut. Daniel Litschoe and then agree to the conditions thereof. Done this 28. Sept^{r} 1656. Thus done and published from the City Hall. Present, de Silla, Oloff Stevensen and Joh: Verbrugge.

In the afternoon appeared at the renting besides the Schout and Burgomasters, also the Hon^{ble} General Stuyvesant and Councillor La Montagne when, after reading the conditions of the farming of the Burgher excise, the Hon^{ble} La Montagne hearing that the Company's Servants should also pay the Burgher excise, maintained that such ought not to be, with whom the Hon^{ble} Silla and the Hon^{ble} General, who had so decided the same, differed; wherefore the renting was stopped by order of the Burgomasters. Done, the 28th Sept^{r} 1656.

Monday, 2 Octob^{r} 1656. In the City Hall. Present the W. Heeren N. de Silla, Oloff Stevensen, Allard Anthony, Joh: Pt^{r} Verbrugge, Jan Vinje, Will^{m} Beeckman, and Hendrik Kip.

Claes Bordingh and Pieter Jacobsen Marius appeared in Court complaining, that they could not yet obtain payment from Jacob van Couwenhoven according to judgment, requesting, that execution may be proceeded with and that they may receive the monies for the lot, sold on the beach; and since the bouwerie at Gravesend was also exposed for sale, then the date postponed and will again some day be offered, request that they may sell it by execution in case it be not sold at voluntary vendue, in further satisfaction for their remaining debt. The request being found just, the Court orders Secretary C. van Ruyven, as vendue-master, to lift the monies from Foreest for the sold house and lot and pay them to petitioners, as they were sold according to previous order in payment of the debt; Secondly the Court orders and decides, in case the plantation at Gravesend shall not be sold by voluntary vendue, or by some accident may not be sold, that it shall be forthwith sold by the Schout on execution for the liquidation of the petitioners, or otherwise, that Couwenhoven shall give immediate satisfactory security, wherefrom petitioners shall forthwith receive their pay, in full.

Aryaen Huybertsen, pltf. v/s Lourens Cornelissen vander Wel, deft. Deft's 2^{d} default. Pltf. appearing in Court, says, that about three months ago he navigated 2½ months in deft's employ in his yacht, and agreed for

fl. 20 per month to be paid in beavers or tobacco; and whereas to the present time he has not been paid, requests, that he be constrained thereunto by the Court. The Court having heard the aforesaid demand, condemns deft. by virtue of his second default, to deposit with the Secretary the demanded sum of fl. 50. within 8 days from date.

Nicolaes Boot, pltf. v/s Lourens Cornelissen vander Wel, deft. Deft. in default.

Nicolaes Boot, pltf. v/s Hendrick Hendricksen, Drummer, deft. Pltf. says, that deft. bought one of his hogsheads of tobacco from M^{r} Willet, which hogshead was brought from Pieter Eesting [Hastings ?] in Virginia; and whereas the same should be credited to him at its full price and value, and was not sold for such price, he requests restitution of said hogshead of tobacco. Deft. says, he is ignorant, that it should be pltf's tobacco, but that a part of the tobacco was bought from M^{r} Willet and paid for; and that he has in effect given up the hogshead, which pltf. says is his, as he received it. Maintaining that it is a matter beyond him; therefore he ought to summon his seller, M^{r} Willet, who being called is in default. Therefore—they are ordered to appear, with each other together on the next Court day.

Sybout Claessen, pltf. v/s Sybrant Jansen and Adolf Pietersen, defts. For that defts. have failed to construct and make the sheeting, which they, with him, have undertaken. And whereas parties have no difference except, that they equally undertook it, the Court orders that they shall begin all together next Thursday morning, under a penalty of One pound Flemish to be paid by whomsoever shall remain in default, which shall then be noted by the Sheriff.

Jan Laurens appears in Court to answer to the petition or deduction of Solomon La Chair, which was taken up last Court day relative to the judgment pronounced against him; and whereas he cannot fluently speak Dutch, he requests, that M^{r} Willet may be his interpreter, which was allowed. M^{r} Willet, therefore, appeared in Court, who first complained, in the name of the English Nation, of said La Chair, that he, La Chair, vilified, in said writing, the whole English Nation as a deceitful people, saying if such had occurred in New England, that he would not be suffered to go unpunished; replying, further, as well in English by writing as orally in Dutch, to the aforesaid La Chair's communication; requests

only expeditious and immediate justice. The Schout requests copy of La Chair's writing to institute his action against him for the slander; which was granted, and 't is further disposed of as followeth:—Whereas S. La Chair is admitted to revision of the judgment obtained against him by Jan Laurence before this Court dated 19. August last, the Court having heard and examined the papers of La Chair and Jan Laurence's answer, persist in their previous judgment, and accordingly condemn the aforesaid La Chair to pay said Jan Laurence within 8 days from date, on pain of execution; saving La Chair's recourse against Abraham Linthout.

Fredrick Lubbertsen, att'y for Isaack Mens, requests time to deliver in his papers, inasmuch as the exhibits of J. v. Couwenhoven were placed in his hands only yesterday evening; which was granted.

On deliberation, whether the farming of the Burgher excise and tax on slaughtered cattle be proceeded with, it is resolved to defer the same until the return of the Honble. General, in order first to have a decision whether the Hon^ble^ Company's Ministers shall be exempt or not.

Solomon La Chair appeared this day 7^th^ Octob^r^ at the Secretary's office and declared to have appealed to the Honble Director General and Council of New Netherland from the judgments pronounced by the Court dated 19^th^ August and 2^nd^ Oct^r^ in the case of Jan Laurence against him.

Gillis Pietersen and Isaack Kip. Whereas the fence of your garden * near the City gate, by the East river, is standing too near the City wall, to the obstruction of the public and was formerly cut off by the general survey of this City, you are, therefore, ordered hereby to take in provisionally your fence, so that wagons and horses may conveniently pass. For what has been formerly cut off, you shall receive satisfaction on the valuation of arbitrators. Done this 7. October 1656. At Amsterdam in New Netherland.

By order of the Hon^ble^ Burgomasters of this City. The original hereof is signed by the President, Oloff. Stevensen.

Monday, 9^th^ Octob^r^ 1656. In the City Hall. Present the W:

* Isaac Kip and Gillis Pietersen, brothers-in-law, acquired, October 29, 1654, a lot at the N. E. corner of Wall and Pearl Streets. They refused to comply with the above given order and the City purchased the lot June 30, 1657, to throw it into the present Wall Str. *Valentine*, Manual, 1861, pp. 577–8; *Valentine*, Hist. of N. Y., p. 119—B. F.

Heeren N. de Silla, Oloff Stevensen, Jacob Strycker, Jan Vinje, Willm Beeckman, and Hendrick Kip.

Schout N. de Silla, pltf. v/s Solomon La Chair, deft. Pltf. rendering his demand in writing against deft. for having torn a certain note in favor of Jan Laurence; 2ndly, for having slandered the whole English Nation as a deceitful people, which is directly contrary to the articles of peace entered into between both Nations; concludes, therefore, that deft, La Chair, shall be condemned to be tied to a stake and whipped, and the half of his property declared confiscated and that he be provisionally imprisoned. The deft. being heard thereupon, acknowledges to have torn the note, but for good cause, since it contained more than was delivered and was annulled before another was made; exhibiting certain affidavit to that effect. 2ndly., relative to the slander; says that he did not utter that against or to the injury of the English Nation, but had given expression to it in the case in dispute between him and Jan Laurence; for which no slander can be imputed to him, as he had no idea of alluding to the whole English Nation thereby. And whereas S: La Chair is a resident Burgher and inhabitant here, the Court orders, that he shall provisionally remain a prisoner in his own house, and he was granted copy of the accusation to answer thereunto in writing within twice 24 hours, when further disposition shall be made therein.

Nicolaes Boot, pltf. v/s Laurens Cornelisen Van der Wel, deft. Pltf. demands restitution of a sum loaned to deft. Deft's wife appears in Court and as her husband is gone to the North and he had no summons himself requests postponement until the return of her husband. Pltf. says, he caused summons to be served before deft's departure, whereon the Court Messenger being heard, declares, that Laurens Cornelis had gone, when he served the summons, and did not, therefore, deliver it to deft. And whereas Laurens Cornelis'n is expected soon, the disposal of the matter was postponed until the next Court day.

Honble Allard, present.

Mr. Tho's Willet, pltf. v/s Daniel Wythet, deft. In case of arrest. Deft. in default. The Court Messenger being heard says, that he in person arrested Dr Wythed for Mr Willet and summoned him. Pltf. complains that he had already arrested deft. heretofore, but had released him through the intercession of the Honble General. Requests judgment for a

just book debt. The Court grants the first default and orders pltf. to bring forward his claim with proof by the next Court day, saving to the Schout his action for breaking arrest.

Cornelis Dircksen Hoochlandt, pltf. v/s Wolfert Gerritsen, deft. Deft. in default. Pltf. appeared in Court exhibiting the note signed by deft. and as he is importuned by his creditors, requests payment thereof. But inasmuch as deft. is an inhabitant here, he was granted first default.

Walewyn Van der Veen, pltf. v/s Pieter Van Couwenhoven, deft., says, that deft. owes fl. 587. 6. to B: Van de Water dec^{d}; namely for three distinct transactions. One, for cargoes fl. 511. whereof remains a balance fl. 396. 18; 2ndly, an item being a balance of a note in favor of Joh: de Peyster for fl. 151 payable in beavers. 3rdly, an item according to the books of B: van de Water, dec^{d} of fl. 47. 8, whereon 2 beavers are paid, remain fl. 31. 8. Amounting together to the aforesaid fl. 587. 16. He requests, that deft. shall be condemned to pay him, as husband and guardian of B. Van de Waters widow, said monies, as the ships lie ready to sail. Deft. acknowledges to owe only a balance of fl. 334: 6. for cargoes, which he offers to pay; claims that the commission, which has been deducted, belongs to him, since B. Van de Water promised him, that he should satisfy him, if he sold the said goods; and pltf. himself allowed commission. Pltf. replying thereto; says, he will allow commission, if punctual a/c be rendered him of the goods sold, as he can well prove, that some of the goods were sold higher than they are entered on the a/c. Deft. acknowledges the same, but says, that he has not received his pay from many and is not bound further than for the price paid him. Secondly, deft. says, that he bought the goods for the note in company with David Provoost dec^{d} and has paid his part to B. Van de Water himself. Pltf. demands receipt for payment. Deft. says, he has the receipt but cannot find it, but can prove it. Johannes de Peyster being heard thereon in Court, declares that Pieter Van Couwenhoven told him, he had a receipt, but has no knowledge that he has paid, but that D. Provoost gave an attestation thereof, which purported that he, D. Provoost, declared, according to the best of his knowledge, that he had heard B. Van de Water say, that Pieter Van Couwenhoven had paid him, without naming the sum. Thirdly says, he also paid the demanded fl. 31. 8 of book debt to B Van de Water himself; of which pltf. demands proof. Parties being

heard, the Court orders deft. Pieter Van Couwenhoven, to prove by the next Court day, that he satisfied B. van de Water for the note and book-debt, or in default thereof to pay pltf. the same. As to the matter of commission for the cargoes, parties were referred to two arbitrators namely Sieurs Joh: d'Peyster and Corn: Steenwyck, to reconcile parties thereon, and to report to the College.

Johannes d'Peyster, pltf. v/s Jacob van Couwenhoven, deft. Pltf. demands payment of fl. 145. 12. 8, being a book debt now due 2 years according to a note dated 30th Oct: 1655 and requests that deft. be condemned to pay him in beavers or tobacco, without delay according to said note. Deft. acknowledges the debt; promising to pay pltf. before the departure of the ships lying here. Parties being heard, deft. is condemned to pay pltf. within 3 weeks from date according to obligation.

Whereas the acc'ts for the planks delivered have not been yet brought in according to the order published from the City Hall, it is, therefore, resolved to cause the same to be cried by the Crier, so that satisfaction be given to everyone; which is was decided should be done by assignment on the persons, who have not yet paid the promised or assessed monies according to the voluntary subscription.

Jacob van Corlear requests by petition preference of payment from J. van Couwenhoven's bouwerie sold at Gravesend; whereon Jacob van Couwenhoven having been sent for and heard in Court, it was endorsed—Whereas J. v. Couwenhoven says, he has paid some of the demanded fl. 200. and maintains, that he, Corlear, has no preference, it is therefore ordered, that copy of the petition shall be granted to J. van Couwenhoven to answer thereunto within 3 days from date.

Jacob van Couwenhoven presents a petition to the Burgomasters and Schepens, wherein he communicates his circumstances and the considerable loss at which his property would be sold at auction in payment of his creditors. Requesting and praying that the W. Court will please defer the execution, whereof order hath already been issued or may yet be given, until he can sell his goods at a fair price. Whereon is endorsed —Petitioner's circumstances and request being considered the Schout is ordered, according to the custom of our Fatherland, to defer the execution on the mortgage passed in favor of Claes Bordingh and Pieter Jacobsen Marius until All Saints day next, on condition, that they shall enjoy

the interest thereon, when without further postponement or exception, the execution shall take its course by public ringing of the bell.

Jores Wolsey requests by petition to be allowed to tap in M[r] Allerton's house. Whereupon was endorsed—For reason petitioner's request is now denied.

The Court having seen the decision of the Schout and Street Inspectors of this City appointed, regarding the dispute between Symon Joosten and Sieur Augustyn Heermans about a certain lot, adjudge, that Symon Joosten is fully satisfied, wherefore he shall be content with the lot measured out to him, without entering any further suit against Augustyn Hermans therein.

Evert Duycking requests by petition to be informed, from whom he is to receive payment for the glass, which he put in the Church for Schout, Burgomasters and Schepens, demanding 2½ beavers for each. Whereupon the Court decides, that petitioner shall go to each one, for whom the glass was, for his payment either in trade or as he can agree for the same.

The carpenters of the sheeting before the lot alongside the City Hall appeared in Court, requesting, that the Court may order, how far they are to erect the sheetpiling and who shall defray the expence for Jochem Pietersen dec[d]'s lot. Whereupon it was decided, that the Burgomasters shall inspect the same and dispose thereof.

Claes Bordingh appeared in Court prosecuting the arrest of the horse and all that Wolfert Gerritsen has on his bouwerie, which is mortgaged to him;—requesting that the arrest be declared valid. The request being found just the said arrest is by virtue of the mortgage declared valid against so much as belongs to the arrested Wolfert Gerritsen. The further request of Claes Bordingh, that he may have all the monies of the sold bouwerie at Gravesend, was postponed until next Court day. Also, that the execution of Jacob v. Couwenhoven may be proceeded with, was referred to the endorsement granted on date hereof, at the request of Jacob van Couwenhoven.

Jacob Calf appeared in Court requesting in his quality as attorney for Cornelis Schut, that the Court will please to consent, he might sell by execution the house and goods of Caspar Verleth for the payment of his debt, inasmuch as Verleth has failed to appear according to previous

order, or to prove, that he paid. Whereas Verleth is expected very soon, it was postponed to a future occasion.

Allard Anthony requests explanation of the judgment pronounced by the Court between him and W. van Veen, regarding the sending of the returns since Van der Veen's arrival, inasmuch as W. v. Veen refuses to allow the same to avail in the a/c. And whereas the time has expired, petitioner is ordered to put his request in writing and to deliver it in by the next Court day to be then disposed of.

Thursday, 12. Octob^{r} 1656. In the City Hall. Present the W: Heeren, N. de Silla, Oloff Stevensen, Allard Anthony, Jacob Strycker, Jan Vinje, Will^{m} Beeckman, and Hendrick Kip.

Regarding the slanders uttered by Geert, the wife of Geurt Coerten, against Mde Beeckman and Cornelis Steenwyck, are, this day, heard and examined as witnesses at the request of the Schout: Wyntie Elbertsen, wife of Aert Willemsen, Marretie Pietersen, wife of Pieter Lourissen, and Mary de Truwe, wife of Jan Peeck, who have made their declaration as more fully appears by the blotter of the register.

Solomon La Chair answers in writing to the demand of the Schout De Silla, which being read in presence of the pltf. in Court, he persists, for reply, in his entered demand and conclusion. And whereas the Hon^{ble} d'Silla in reply persists in his proposed demand and conclusion, Solomon La Chair is therefore ordered to answer in return by next Monday or to renounce from further production, when the matter shall be disposed of. Meanwhile he is provisionally released from confinement.

Jacob van Corlear appears in Court relative to his previous demand, to deduct fl. 200. due to him from Couwenhoven, from the purchase money of the bouwerie at Gravesend. Whereas J. v. Couwenhoven remains in default to answer Corlear's demand, pursuant to last Monday's order, he is sent for and appears in Court saying, he has no written answer ready, but promises to pay Corlear his debt and to give bail therefor. Corlear persists in his demand of payment according to obligation, or that he may have his recourse against the proceeds of the bouwerie. Jacob van Couwenhoven was ordered by the Court to pay Jacob van Corlear in three days according to the contents of the note.

Wallewyn van der Veen appears in Court, saying he had something

to propose to and request of the Court, relative to Allard Anthony, demanding that Allard Anthony may be, first, ordered to stand aside. Allard Anthony maintains that he is not bound to stand aside [from the Bench] and whereas W. van Veen requests, that the Court will please to deliberate thereon, the Court therefore decide, that Allard Anthony is bound to stand aside; Wherefore W. van Veen appeared alone in Court complaining, he was put off by Allard Anthony to the present time, and cannot bring about any conclusion; all to his great loss and damage, exhibiting certain a/cs and documents; requesting firstly, commission in beavers of four @ five hundred guilders, or so much as the Court shall find proper. Secondly, that Allard Anthony shall be ordered to give security for what shall be found to belong to him. Whereas it does not yet appear to the Court what and how much belongs to the petitioner from Allard; and that Allard maintains to have overpaid, it was therefore decided by the Court, that no disposition can be made on petitioner's request before and until the arbitrators shall have given in their opinion in the matter, which being exhibited further attention shall be given to the petition. Meanwhile Allard Anthony is ordered not to detain the petitioner any longer, but to render due a/c pursuant to previous order.

Monday, 16th Octobr 1656. In the City Hall. Present the W: Heeren N. de Silla, Oloff Stevensen, Joh: Pt: Verbrugge, Jacob Strycker, Jan Vinje, Willm Beeckman, and Hendk Kip.

Cornelis Dircksen Hoochlandt, pltf. v/s Wolfert Gerritsen, deft. Pltf. demands payment of fl. 400. in whole beavers according to note dated 19 June 1656, which should have been paid two months after date. Deft. acknowledges the debt; says he sold a horse and that he will pay fl. 100 in beavers, this day, in part payment of the demand; saying he agreed to pay half in beaver and half in tobacco, which he promises to fulfill in three weeks. Pltf. replying, acknowledges, to have first agreed for half tobacco, but as he must remain longer waiting for his pay, he promised to pay all in beavers according to obligation. The Court having heard parties, condemn deft. Wolfert Gerritsen, to pay pltf. according to the note, within three weeks from date, in beavers or in such pay as shall satisfy pltf.

Walewyn van der Veen, pltf. v/s Pieter Van Couwenhoven, deft.

Pltf. demands proof, pursuant to order of last Court day, that his claim was paid as then stated, or payment thereof. Deft's wife appeared in Court because her husband lies sick abed, exhibiting her husband's book in proof of payment having been made, saying that her husband offers to confirm the same under oath; and if this is not satisfactory, requests time for further defence, until her husband be somewhat better. Whereas deft. is sick, the Court postponed the matter until next Court day.

Honble. Allard present.

M^{r} Jacob Hendrick Vervanger, pltf. v/s Will^{m} Pietersen, deft. Pltf. in default.

Will^{m} Pietersen, pltf. v/s Saertie Schepmoes, deft. Pltf. as attorney for Hendrick Jansen Patervaer by procuration dated 20th October 1654, passed before the Notary Piet^{r} Fransen and certain witnesses at Alkmaer, requests payment from deft. of fl. 304. balance according to said procuration and for certain goods received from Holland and charges thereon for fl. 17.: and that with all cost, damages and interest. Deft. demands clear explanation and proof of pltf's claim, inasmuch as he maintains it is otherwise. The Court having seen the note of fl. 223: 17 signed by Schepmoes dec^{d} and heard the further difference of parties, order that parties shall bring in their papers and proofs on both sides, against next Court day, when further disposition shall be made therein.

Pieter Jacobs^{z} Buys, pltf. v/s Daniel Teneur, deft. Deft. in default. Pltf. appears in Court, saying that he arrested in the hands of Allard Anthony fl. 25, belonging to deft., which are due him. Requests that the arrest be declared valid and that he be allowed to lift the money. The Court Messenger being heard thereon declares, that he in behalf of Buys, arrested deft. Daniel Teneur here in person for the claim aforesaid; and whereas Daniel Teneur told him, the Court Messenger, that pltf. may take the money from Allard, he again released him from arrest. Wherefore pltf. was allowed to lift the arrested monies.

Roelof Jansen Vonck, pltf. v/s Claes Tysen, deft., says, that he sold to deft. about a year ago 211 lbs. raisins @ 9½ stiv^{rs} the lb. in beavers; and that he received thereupon 2½ beavers; requesting that deft. be condemned to pay him the balance of his debt. Deft. acknowledges to have received from pltf. other goods besides the tub of raisins; but that pltf. d given him all that, on commission to sell for him at Fort Orange, and

that he entered the raisins @ 9½ stiv. the lb., but that he had left the raisins with Aryaen Symonsen, who had sold to the amount of 2½ beavers, which he gave pltf., and he has back the remainder of the raisins, to deliver them. Denying expressly that he bought the raisins absolutely, or had any thought of such a thing, but that Aryaen Symonsen said to him, that he should incur no loss by them; and therefore, he promised pltf., on the statement of Aryaen Symonsen, that he should not lose by the transaction. Pltf. being further heard, offers to declare on oath, that he absolutely sold the raisins in question to deft. Deft. being also heard apart thereupon, offers in like manner to swear, that he did not buy the raisins, but merely took them on commission. Parties and their respective offers to swear being heard, it is ordered that pltf. shall prove by next Court day, that he absolutely sold the raisins in question to deft. and did not give them on commission.

Solomon La Chair, pltf. v/s Abram Linthout, deft. In case of arrest. Pltf. demands payment of fl. 78. 2. balance of a/c., copy whereof he rendered to deft. and delivered into Court, except interest and costs of the yacht, and Jan Laurence's claim for the butter in question. Deft. requests copy of the demand and a/c. to answer thereunto by the next Court day. The Court granted deft. copy; meanwhile the arrest was declared valid.

Pieter Luyckersen, pltf. v/s Solomon La Chair, deft., demands payment of fl. 30. balance of the yacht, *the Peartree*, sold to deft. by pltf's brother. Deft. exhibits by a/c, that he paid pltf's brother to within fl. 7. 19, inasmuch as he paid for the gun, that was lost and for ½ barrel of beer. Pltf. requests proof. Therefore deft. is ordered to prove, by next Court day, that the gun was lost before the delivery of the yacht.

Erasmus Pietersen, pltf. v/s Evert Jansen, deft. Deft. in default. Pltf. appears in Court complaining, that deft. his skipper, had discharged him from his yacht without reason; tore his clothes and refused him his wages—Requests an order to arrest him. The Court consents that pltf. may arrest deft. in order to receive justice.

The Schout de Silla requests order from the Court to arrest the persons, who should testify to the truth relative to the slander of Geurt d'Carmans wife, who will not appear, when summoned and absent themselves from home; which he was allowed to do.

Schout N. de Silla, pltf. v/s Cornelis Jansen, woodsawyer, deft. Pltf. says, that deft. drew a knife one Sunday morning, at day break in Schout Tienhoven's time, and therewith cut a soldier in the cheek; concluding, that deft. shall be condemned, according to the regulation of Amsterdam and placards enacted here, in a fine of fl. 300. or in default of payment to be put to hard labor, [*inde Wagen te gaen*] and in the meanwhile to be placed in confinement. Deft. acknowledges to have cut a soldier in the face with a knife, but complains, that the same soldier standing before Hans Styn's door, had first cut at him four different times, as was shewn by the marks in his clothes, hat etc. in Schout Tienhoven's time; and that he was obliged to defend his life. And whereas deft. complains and remonstrates, that he only defended his life, pltf. was ordered to cause the said soldier to be summoned, as well as the aforesaid woodsawyer, by the next Court day, before the Burgomasters and Schepens, to be then heard together, and to be finally disposed of.

Solomon La Chair, replying to the demand of Schout d'Silla, which being seen, the disposal thereof was postponed until the next Court.

Walewyn van der Veen, pltf. v/s Allard Anthony, deft. Pltf. says, that when he was for the first time before "good men," the difference was referred by Allard to the same arbitrators, and in like manner made such an offer for the second time; but whereas the circumstances of the case were not then known to pltf. he then refused it. Finally and for the third time, being together last Friday before the arbitrators, the good men furnished an account, provisionally, from the vouchers and papers delivered in by Allard Anthony, whereupon his, pltf's a/c was examined with the vouchers and papers demanded therefor; then Allard refused to refer the difference to the arbitrators, wherefore they made a report as pltf. exhibited and as is read in Court in deft's presence. Requesting, since the Schepens are about to leave and he cannot obtain any despatch to this time, that the Court will please constrain deft., Allard Anthony, to pay him forthwith his due according to the decision, and meanwhile to give two sufficient securities, or to assign the payment to the Court failing wherein, detention or security of his person and further provision according to his demand made on 12th Octobr. last. Deft. Allard Anthony answering acknowledges, that he referred the difference the first and second time to arbitrators and submitted himself to their decision; but as

Paulus Schrick afterwards told him that W. van der Veen was present, when the arbitrators drew up the a/c., he found partiality therein, suspected them and consequently with reason refused to submit the difference to them. As for the items in the report of the good men; namely the two entries of Elbert Elbertsen and Dominie Megapolensis, says he did not receive them. Of the decd B. van Water's furniture, says that he this day spoke about it to Pieter Prins, since he received it from Litschoe; says it is an abuse, as it was received by Prins; of Jacob Haey he says, that there is one item of fl. 58. for his own a/c, and not received for Van de Water. Exhibiting, in brief, what he received in beavers, tobacco, and zeewan and when he sent the tobacco away. Requesting by petition the Court to decide, whether the tobacco sent shall avail as returns and that he may receive his overpaid monies. And whereas parties have not inventoried nor numbered their vouchers and papers, the same are again returned to them and each party in particular was called in to be asked, whether he consented to settle the difference by arbitration, in as much as no clear idea could be formed on either side. Allard Anthony being heard on the adjustment of the case by arbitration, answers: He is absolutely willing to refer the matter to arbitrators on this condition, that one shall be chosen by him and one by W. van der Veen and that a third be commissioned by the Court, to examine and adjust the matter independent of previous arbitrators. Walewyn Van der Veen being, in like manner heard in Court and informed, that Allard Anthony refers the difference to arbitrators, answers unhesitatingly, that he is willing to refer the difference absolutely and again to arbitrators, but to those previously appointed, who already have a knowledge of the matter and cannot be rejected, and that in addition one shall be chosen by each. Order. Whereas parties, to wit—Walr van der Veen and Allard Anthony after divers debates in Court, are mutually willing to refer their differences to impartial arbitrators, Therefore the Court decide and order, that they shall each select one arbitrator in addition to the previously appointed arbitrators, whereunto shall be adjoined one umpire from the Court, by whom, under proper compromise, all difference of parties shall be absolutely adjusted. Done this 16th Octobr 1656. in Court at the City Hall.

Walewyn van der Veen appears before the Secretary, choosing on his side pursuant to preceding order of the Court, Sieur Pietr Jacobsen Buys

as arbitrator on his side, Allard Anthony, in like manner, Paulus Leendertsen vandie Grift.

Pursuant to *Acte* dated 16th Octobr last, the President of the Schepens, Joh: Pietr Verbrugge, was by plurality of votes appointed by the Court from their College as umpire touching the differences between Walewyn van der Veen and Allard Anthony. Done, this 17th Octobr 1656.

Votes:—the Honble Oloff,
" " Strycker,
" " Beeckman,
" " Kip.
} All, Joh: Ptr Verbrugge.

Allard Anthony requests by petition explanation of the judgment regarding the returns made by him previous to the rendering of the verdict between him and W. van Veen, whether the same shall avail in the a/c or not. Whereupon was endorsed—Whereas the difference of parties relative to a/cs. was yesterday absolutely referred to abritrators, the petitioner is therefore referred to them, to bring before them all his actions, and await their decision thereupon whether said tobacco shall avail in the a/c or not. Done, the 17th Octobr 1656. Present the abovementioned 4 Magistrates.

On the 18th Octobr Afternoon. In the City Hall. Present the W. Heeren N. de Silla, Oloff Stevensen, Joh: Ptr Verbrugge, Jacob Strycker, Jan Vinje, Willm Beeckman and Hendrick Kip.

Whereas Sieur Walewyn van der Veen requested this meeting in order to propose to and demand something of the College, therefore the aforesaid Van der Veen is called in, who exhibited what the chosen and appointed arbitrators had done in the matter between him and Allard Anthony and requested, that the Court would be pleased to examine the papers delivered therewith by him, and to dispose finally of them. The Court having deliberated on the petition dispose as follows:—Endorsement on the petition of W. van der Veen. The Court persists in its decision dated 16th Octr last as to the arbitration, granted according to the request of parties; and whereas Allard Anthony notwithstanding he had nothing to object to the previously appointed and chosen arbitrators before the Magistrates had commissioned an umpire, yet he refuses to sign the compromise pursuant to the order of the Court: Therefore he,

Allard Anthony, is hereby ordered to sign within 24 hours the compromise, or in default thereof the aforesaid arbitrators are authorized to adjust the matter finally (except their costs). And meanwhile Allard Anthony is ordered to enter such sufficient bail to fully pay, on the decision of the arbitrators, W. van der Veen, before the departure of the vessels lying here ready to sail. Thus done and concluded at the extraordinary session in the City Hall at Amsterdam in N. Netherland, this 18h Octob: 1656. Oloff Stevensen advises that the Hon^ble^ General shall, for reason, be invited to attend in the case together with the former arbitrators.

Friday, the 20^th^ Octob^r^ and Saturday, the 21^st^ Oct^r^ 1656. In the City Hall were assembled The Hon^ble^ Gen'l Petrus Stuyvesant, Johannes Pt^r^ Verbrugge, Jacob Backer, Paulus Schrick, Paulus L. Van der Grift and Pieter Jacobs: Buys, engaged relative to the difference between Walewyn Vander Veen and Allard Anthony, when the following decision was agreed to:—

We, the undersigned arbitrators, having reviewed and examined, in the presence of the Hon^ble^ Director General Petrus Stuyvesant and the Hon^ble^ Schepen Joh: Pt^r^ Verbrugge as umpire, the accounts and other claims exhibited on both sides to us arbitrators, between Walewyn van der Veen as husband and guardian of Elisabeth de Maersman, widow of the late B. van Water, and by virtue of a procuration as attorney in behalf of the heirs of dec^d^ Benjamin Van de Water, pltf., and Allard Anthony as substituted administrator of the goods and merchandize left by B. Van de Water, appointed before his decease, have found, after having disposed of whatever Walewyn van der Veen had submitted to the consideration of us arbitrators, as more fully appears by the answers rendered on said points from the writings delivered by the parties, that Allard Anthony by balance and closing of a/cs is indebted to Walewyn van der Veen, for sale of goods and receipt of debts, to wit:—Eighteen hundred and forty nine guilders and three stivers in beavers; and credited ninety six guilders ten stivers in tobacco, which being deducted, leave seventeen hundred and fifty two guilders and thirteen stivers in beavers; and in zeewan the sum of fourteen hundred and six guilders, twelve stivers, besides the restoration of the porcelain goblets, silver rummer and gold ring, as more fully appears by the a/c thereof drawn up by us; together with the addi-

tional sum of fl. 397. 10. for outstanding debts—Dominie Megapolensis thirty two guilders; Elbert in the Bay thirty two guilders; Jacob Haey fifty eight guilders, ten stivers; Mr. Scharborgh (whereof the bail bond is to be given to Sieur Vander Veen) seventy four guilders; and Pieter Taelman, the note to be given to Vander Veen, being fl. 201., whereof Allard Anthony shall make an assignment to Walewyn van der Veen, or satisfy him therefor. Regarding the difference relative to the tobacco sent to Sieur Glimmert by Allard Anthony, since the arrival of Vander Veen, the arbitrators decide, that the same shall remain for the a/c of Allard Anthony. Regarding the ten tubs sent to Van der Veens wife, amounting, with the charges, according to the conclusion of the arbitrators, to fl. 1070. 16., it is decided, that the half thereof shall remain for the a/c of Allard Anthony, on condition that W: van Veen shall enter good and sufficient security for the fairness of the a/c and reliqua of the proceeds; and that said Allard Anthony be credited for the other half, and moreover shall be charged to Van der Veen's a/c the sum of four hundred guilders, being the aforesaid ten tubs of tobacco, estimated and valued by the arbitrators below the ordinary price, inasmuch as five indifferent tubs bought from one M[r] Kilvert at a lower rate were included therein; and Allard Anthony is allowed moreover his choice either to retain the said 5 tubs to himself or to charge the same in a/c for the aforesaid fl. 400., who thereupon replied, that he would prefer letting them go to a/c for the aforesaid fl. 400. They were accordingly entered in the a/c. The claim for the nine tubs of tobacco sent Anno 1655, four in the Black Raven, and sold according to the entry of Van der Veen at a small price, pltf. Vander Veen bringing in neither proof nor reason, why said tobacco was sold at so low a price, and the arbitrators being informed that much tobacco in said ship, the Raven, was inferior to the sample, the arbitrators unanimously decide, that said tobacco and average thereof remain to pltf's profit and loss. The 5 tubs of tobacco shipped by the Bear, whereof were examined the a/c sales under Letter I. N° 2, exhibited by pltf. to the arbitrators, they adjudge, that according to said exhibited a/c., the said tobacco was delivered in tolerably good order, and therefore shall also remain undisturbed to the a/c of the undertaker. As to the claim for the interest of one thousand guilders, money furnished to Cornelis van Tienhoven; the same was found to be now three years due and the arbitrators

decide, that interest is due thereon, which was taxed at two hundred guilders and Allard Anthony is debited for it in the a/c current, saving his recourse against whomsoever he furnished it to. But from the claim, that the returns of said thousand might now be diminished Allard Anthony was released, inasmuch as no interest and damages from returns can be allowed. The claim for some brandies and trifles are found by arbitrators to be, for the most part, made good in the a/c., and that the remainder was shared and consumed in dec^{d} B. Van de Water's company and is of no importance; therefore not accounted. The claim of W. Vander Veen for damages and interest for having long retained the received beavers being examined, they find by a/c, that the greater part thereof were received in the year 1653 and 54, whereto Allard Anthony said, that the same were received by Pieter Prins and remained with him. And whereas the beavers ought to have been sooner sent for the returns, the arbitrators decide, that interest is due thereon, which is, therefore, estimated and taxed at 250 guilders. This is debited in the a/c current. Whereas it is found, that the zeewan received for goods and still on hand, might have sooner been sent for and converted into goods, it was decided that Allard Anthony shall pay one hundred guilders for it, which appears in the a/c. The claim for loss of time: arbitrators decide, that the same shall remain at each one's expense. Concerning the expense incurred since the 28th July last, when judgment was pronounced by the Court, in extraordinary meeting, appearance, copying, etc., however it may be called—arbitrators decide, that particulars thereof shall be exhibited and duly taxed within three times 24 hours, whereof Walewyn Van der Veen shall pay, according to taxation one third, and Allard Anthony two thirds. Thus done by US the underwritten arbitrators in the presence of the Right Hon^{ble} Director General and the Hon^{ble} Schepen Johannes P^{r} Verbrugge; done and subscribed this 23^{d} October A^{o} 1656. Amsterdam in New Netherland. Was undersigned Jacob Backer,
Paulus Schrick,
P. L. Vandie Grift,
Pt^{r} Jacobs Buys.

Lower Stood; In the presence of us undersigned
P. Stuyvesant,
Johannes P^{r} Van Brugh.

Monday, 23d Octobr 1656. In the City Hall. Present the W: Heeren, Nicasius de Silla, Oloff. Stevensen, Allard Anthony, Johannes Pt: Vanbrugh, Jacob Strycker, Jan Vinje, Willm: Beeckman and Hendrick Kip.

Schout d'Silla, pltf. v/s Egbert van Borsum, deft. For the deft. having conveyed over to Long Island one Daniel Wythet under arrest here in this city. Deft. appearing in Court, says he was ignorant, that Daniel Whithed was arrested, inasmuch as the Court Messenger Claes van Elslandt, when he was about to cross over, came along the Heights and beckoned with his cane, and had some words with D: Wythet, who thereupon answered, 'T is Well. Declares he was not forbidden. The Court Messenger being heard thereupon, says that he wished to arrest D. Wythet, and not succeeding saw him crossing in the Ferryboat and beckoning to him, called out that he arrested him; and that he thereupon answered 'T is Well. The Court finding the arrest not duly made, nor any probition to deft. dismisses the Schout's action ag'st deft.

N. de Silla, pltf. v/s Solomon La Chair, deft. Whereas it is stated that deft. is sick, he was excused by the pltf. himself.

Schout N. de Silla, pltf. v/s Michel Jansen, deft., says, that according to the Honble General's orders, he had visited around and discovered at deft's house, in the evening, after bell ring, some soldiers and sailors drinking, and that previous to this some windows were broken through the night; requesting, that deft. shall be condemned in the fine and penalty according to enacted placards. Deft. acknowledges, that when pltf. came to his house, two soldiers sat and played at backgammon, and that there were 3 sailors, who waited for their skipper; the others were his waiters, but that they had not tapped after bell ring, only they had their cans by them and sat chatting, and that nine o'clock had only struck. Whereas there are many parties, the disposal was postponed until next Court.

On the demand of the Schout d'Silla regarding the slander of Geurt d' Carmans wife on Madame Beeckman, were heard and examined in Court. Laurens de Drayer and Hend'k van Doesborgh } who made their declaration in Court as more fully appears by the blotter of the Register.

Jacob Schermerhoorn, pltf. v/s Paulus Schrick, deft. About difference of payment of rent. Pltf. as attorney for Gillis Pietersen demands

payment in current goods. Deft. maintains, that he can satisfy with zeewan and that such is current payment. The lease being exhibited, 't is found that current pay or goods is promised, whereupon question being put, the Court decide by a plurality of votes that good zeewan is current pay here at this place, and that deft. can, therefore, pay therewith according to agreement.

Votes:—The Hon^ble^ Oloff decides that beaver or merchandize is current payment.

" " Allard decides that good zeewan is current pay.

" " Joh: Verbrugge decides inasmuch as current pay or merchandize is stated, that he pay half in good zeewan and half in goods.

J. Strycker decides that good zeewan is current pay.

Jan Vinge—the same. Good zeewan.

W. Beeckman—the same. Good zeewan.

Hend'k Kip—votes with majority.

Walewyn Van der Veen, pltf. v/s Pieter van Couwenhoven, deft. Because deft. will pay him for goods sold in broken and loose zeewan, he maintains, that he must have good stringed zeawan, and also that deft. shall prove, pursuant to previous order, that he paid the remaining fl. 154 balance of the note in beavers and fl. 31 of book account. Deft. says on the first; that zeawan is receivable for goods; secondly, that he paid according to his book; offers to confirm the same by oath. Pltf. maintains, that the book cannot be received; as no day or date of payment is mentioned; and one entry of fl. 48. stands as paid on the note more than appears by the particulars in the book. The Court deliberating thereon, the following opinions were provisionally given:—

The Hon^ble^ Oloff decides that P. V. Couwenhoven can confirm by oath.

" " Allard and Verbrugge, partially.

" " Strycker decides, that he can confirm on oath.

" " Beeckmans that he can confirm by oath.

" " Kip — — Item.

Walewyn Vander Veen, pltf. v/s Elbert Elbertsen, deft., demands payment of 2 beavers due by deft. according to B: Van Waters a/c. Deft. says, that he paid 4 beavers to Allard Anthony as B: Van Waters administrator, at Jacob V. Couwenhoven's house; present, his wife. Allard

Anthony denies the same as it does not appear from any book, requests proof either from Couwenhoven or otherwise. Offers then to pay it. Deft. Elbert Elbertsen offers as accommodation to give the money, but when the Court decide, that he is bound to swear, he is ready. Parties being heard and the matter being examined the Court decide, that Allard Anthony shall confirm his book by oath and declare he has not received, or by refusal thereof to pay pltf. This being pronounced before the adjournment of the Court, Allard undertook to pay the half, and pltf. is therefore content.

Jan Barentsen, pltf. v/s Harmen Smeeman, deft. Carsten Jansen, as pltf's attorney, according to a billet or little letter from Jan Barentsen, appearing in Court, requests payment of fl. 65. 10. Deft. acknowledges the debt, offering payment, but says, that pltf. arrested his peas in the straw and he therefore cannot thrash them to make money and pay pltf. Parties being heard, the Court decide, that deft. shall have 8 days from this date to pay pltf. Meanwhile the arrest was declared invalid, as the deft. is a Burgher here.

Jacob Crap, pltf. v/s Wybe Jacobsen, deft. Deft. in default. The Court Messenger being heard, as to whether deft. is under the jurisdiction of this Court, it was found that he is, and therefore first default is granted.

Jacob Crap, pltf. v/s Teunis Tomassen, Mason, deft. Pltf. as husband and guardian of Gertruyt Jacobsen, late widow of Roelof de Haes, demands payment of fl. 125. 11. according to the books of aforesaid R. d'Haes. Deft's wife appears in Court, requesting copy of the demand and a/c to answer thereunto, which the Court grants her.

Willem Pietersen, pltf. v/s Sara Pietersen Schepmoes, deft. Relative to difference entered last Court day, pltf. rendering his demand in writing. Deft. exhibits by *acte*, that the matter in dispute being formerly referred to Daniel Litschoe and Jacob Strycker is disposed of by them. Which Litschoe and Strycker being heard, they thereupon declare, that they reconciled parties Willem Pietersen and Jan J: Schepmoes dec^{d}. relative to their differences, and that Schepmoes thereupon signed the obligation, and whereas parties raise a further question about some goods, come from Holland and received by deft., whereof the Court has not a clear idea, parties were therefore referred to Sieur Johannes d'Peyster and Lieutenant Litschoe to examine, in the presence of Schepen Jacob

Strycker, all the papers of the parties anew, and if possible to reconcile them, or otherwise to report to the Court.

Abraham Linthout answers in writing the demand of Sol: La Chair, whereupon was ordered: Grant copy hereof to party to reply thereunto by the next Court day.

Paulus Schrick in quality of attorney for Jan Butteler, merchant at Amsterdam in Holland, according to procuration dated 22d May 1655, pltf. against Jacob Schellinger, deft. Pltf., in his quality aforesaid, demands, whereas Butteler sent the deft. some goods from Holland in the year 1653, and Schellinger says, that the balance of said goods with the a/cs and books thereof were destroyed in the last troubles with the Indians, that he, Schellinger, shall confirm the same by oath. Deft., Schellinger, answering acknowledges to have received some goods from said Sieur Butteler in the year 1653., and says, if pltf. or any other person had come before the last disaster with the Indians, he should have delivered the same to him and rendered due a/c of his administration; but that the goods and a/cs thereof kept by him on Staten Island were burnt and destroyed, which he offers to confirm by oath. And whereas there is no proof thereof, the deft. Schellinger is allowed by the Court time to the next Court day to consider thereof.

Jan Hendricksen, pltf. v/s Jacob Cohin, deft., demands payment for his expended labor and disbursements, without knowing how much. Deft. requests bill of particulars, to assign the same on his rent. Whereas pltf. does not know, how much the sum is, but merely disputes about the payment in beaver, he was put off until next Court day to exhibit particulars.

Fredrick Lubbertsen furnishes, as attorney of Isaac Mens, his exhibits in the suit relative to the claim of Jacob van Couwenhoven, and whereas Jacob van Couwenhoven has not produced his papers, he was ordered to do so by the next Court day.

Hans Dreper requests by petition leave to tap beer and wines; whereupon was endorsed—Petitioner's request is granted the same as to others.

Roeloff Jansen Vonck appearing in Court, exhibits his book as proof, that Claes Tysen sold the raisins in question; offers to confirm the same by oath. The Court Messenger being heard declares, that the appearer first authorized him to summon Claes Tysen for this day, but afterwards

countermanded the order. Wherefore it was postponed for the next Court day in order to hear Claes Tysen, and it was agreed to defer swearing Roeloff Jansen Vonck.

Schout Nicasius d'Silla, pltf. v/s Cornelis Jansen, woodsawyer, deft., exhibits in proof of his entered suit, some declarations, as to what occurred in the case, persisting in his demand and conclusion. Deft. exhibits, in like manner, a declaration that the wounded person had himself acknowledged, that he was in the fault; complaining also of the soldier as before, and that he only had acted in self defence; saying that, what he had given him was done through a desire for peace, and to prevent all further difference.

Whereas the time has expired and many things are proposed which are not disposed of, it is resolved to meet again to morrow at 2 o'Clock, and then to act on the following cases:—

Of Geurt and his Wife;

Of the Schout and the woodsawyer;

Also, of Michel Jansen;

On the petition of Corlear relative to Couwenhoven;

On the case of the Schout against La Chair;

Of W. van der Veen against Pieter van Couwenhoven;

Of Schellinger against Schrick;

To write to *Patria ;*

The mode of farming the excise on beer, wine and slaughtered cattle.

Thursday, 26th Oct. 1656. In the City Hall. Present the W. Heeren, Oloff Stevensen, Jacob Strycker, Jan Vinje, Willm Beeckman, and Hendrick Kip.

Walewyn Van der Veen appears in Court; requests that the judgment rendered on the 9th Oct. against Pieter v. Couwenhoven be enforced, and also that he be ordered to deliver the zeewan stringed. The request being heard and the matter being examined, the votes were collected and the decision follows:—

The Honble Oloff is of opinion that, inasmuch as P. V. Couwenhoven exhibited his book in Court as proof, and will swear, that he paid, he can, according to his previous advice, proceed by oath.

The Hon^ble^ Strycker is of opinion, that the oath cannot be any proof of payment, since there is a note.

The Hon^ble^ Vinje is of opinion, that P. v. Couwenhoven can confirm his book in proof, if he swear to it, unless Van der Veen can prove, that Couwenhoven's book is incorrect.

The Hon^ble^ Beeckman decides, as Vinje, that Couwenhoven can corroborate the proof of his book, provided he swear to it, unless Van der Veen furnish proof contrary to Couwenhoven's book.

Hendrick Kip is of the same opinion as the Hon^bles^ Oloff, Vinje and Beeckman.

The question of the zeewan was deferred to the previous arbitrators.

Judgment.—Walewyn Van der Veen appears this day in Court of Burgomasters and Schepens requesting enforcement of the judgment pronounced by the Court on the 9^th^ of last Octob^r^ against Van Couwenhoven wherein he was ordered to prove that he paid to Van de Water the note and book debt which he claims from him, or in default thereof, that he pay the same. Whereas Pieter van Couwenhoven exhibited his book in Court, at the last session, in proof of payment and offers to affirm by a solemn oath that he paid Van de Water, the Court therefore decides, by plurality of votes, that the aforesaid Couwenhoven's book shall be valid proof of payment made, whenever he confirms the same by oath, unless W. van Veen can prove, that said Couwenhoven's book is false, and consequently orders, that P. van Couwenhoven shall appear at the next Court to swear to the same. Done in Court; present Burgomaster Oloff Stevensen; Schepens, Jacob Strycker, Jan Vinje, Will^m^ Beeckman and Hendrick Kip. This 26. Octob^r^ 1656. Amsterdam in New Netherland.

The Court having seen and examined the petition of Jacob van Corlear, in which he maintains to have a preference in the purchase money of Jacob van Couwenhoven's bouwerie at Gravesend, which has been sold, and that in the sum of fl. 200 on a note, find by particulars of the a/c, that what Corlear claims by virtue of an note, arises from delivered implements and materials, which were employed for the advantage of said bouwerie and have now been sold with them. Therefore they adjudge that he Corlear, ought to be preferred in the proceeds of said bouwerie, and shall therefore deduct the fl 200. Done this 26^th^ Octob^r^ 1656.

As the Schout is absent, the case of Schellinger and Schrick is postponed, or they may appear before the president.

In the case of the Schout against Corn^{s} Jansen, woodsawyer, it is stated that it is discontinued and that he settled with the Schout.

Michel Jansen's is postponed.

Also, that of La Chair.

In the case of Geurt and his wife, it was decided and ordered, that the collection of affidavits shall be handed to the Schout to institute his action thereon.

Next, it was deemed expedient to write to the Hon^{ble} Patroons at home and the last received letter and some other papers being examined for this purpose, it was decided, that a draft shall be drawn up accordingly by the President and Secretary.

Schout Silla, present.

Relative to the farming, when and how, there are divers opinions.

The Hon^{ble} Silla says, that at the Hague in Netherland, all must pay taxes and the other City or Burgher excise, and that no person is exempt except his Excellency the Prince of Orange.

And whereas there could not be any agreement, it was postponed to next Monday, in order to deliberate on the matter with the Hon^{ble} General.

On the 26th October 1656 appeared before the Secretary Sieur Walewyn van der Veen and declares, that he appeals to the Hon^{ble} Director General and Council from the judgment pronounced by the Court on this day in the case against Pieter van Couwenhoven. Done as above.

Monday, 30th Octob^{r} 1656. In the City Hall. Present the W. Heeren Nicasius de Silla, Olof Stevensen, Allard Anthony, Joh. Pt. Verbrugge, Will^{m} Beeckman, and Hend^{k} Kip.

Schout d'Silla, pltf. v/s Dirck Holgersen Noorman, deft. Deft. in default. Pltf. demands, that the Court appoint Commissaries to take information in his presence as to how Dirck Volckertsen wounded Jan Perie. The request being deemed just Schepens Jacob Strycker and Hendrick Kip are appointed Commissioners.

Schout d'Silla, pltf. v/s Geert, wife of Geurt Coerten, deft. For

slandering the wife of the Hon^ble^ Beeckman and Cornelis Steenwyck. Pltf. producing the points of accusation against the deft., who denies them and says, she knows them only by hearsay, declaring, that Jan Adamsen spoke of a little sailor and a woman whom he found in the bush, and that the sailor distributing plenty of white bread in the General's garden said, that it was from the zeewan, which the woman had given him to be silent, but that he regretted, he had not taken the gold ring from her finger, saying, it is a married woman, whom no one would suspect. I came with her from the bush to the Fresh Water, and I had such a kiss from her, that I could scarcely compose myself. She acknowledges, they had been conjecturing together, who it could have been, but that her husband had been to Clyn Aertsen's, and coming home said, I have heard from Clyn Aerts and his wife that they were Beeckman's wife and Steenwyck; whereupon they answered, that such was not credible; protesting, further, her innocence of the calumnies, praying for forgiveness, if she had repeated one word to the injury of Mde. Beeckman and says she knows nought of her, but what is honorable and virtuous. The Court orders, at the request of the Honorable Beeckman, that the Schout take further information.

The Honble Strycker, present.

Roelof Jansen Vonck, pltf. v/s Claes Tysen, deft. Deft. in default.

Whereas deft. is in default, pltf. is ordered to appear again in Court tomorrow, then to swear; and in the meantime to consider and to inform deft. thereof.

Aryaen Woutersen, pltf. v/s Capt. Pos, deft. Pltf's wife appears in Court and whereas her husband is in the place, default was granted against both.

Jan Hendricksen, pltf. v/s Jacob Cohun, deft. Relative to a dispute about wood work, delivered by pltf. amounting to 3 beavers, which deft. maintains is too much. Parties being heard by the Court, the dispute is referred to Christiaen Barentsen and Gerrit Jansen Roos to value the wood work in question, but that the payment shall be made in beavers; and in default of agreement, to report to the bench.

Lysbet Pietersen, pltf. v/s Aryaen Woutersen, deft., demands payment of fl. 9. 10. balance due her from Aryaen Woutersen's wife for rent and board, with costs; she also sues for the arrest served on Willem N.

seaman. Deft. and his wife appear in Court saying, that they paid pltf., exhibiting particulars thereof, which pltf. denies, saying that a balance of fl. 9. 10 is still coming to her. Parties being heard were referred to Sieur Isaack Grevevaer and Abram Clock, to settle their difference and a/cs before them, who are hereby, authorized to reconcile parties or to report to the College.

Rynier Rycken, pltf. v/s Lysbetie Grevervaers, deft. Pltf. rendering his request in writing, whereupon parties being heard, is endorsed: Deft. requests copy hereof, which the Court grants her, and since pltf. is about to depart, deft. is ordered to answer thereunto within 24 hours in writing, and then the same shall be examined and the difference disposed of by the Orphan Masters, so that pltf. may receive due acquittance.

Cornelis Barentsen, pltf. v/s Cristina Capoens, deft., says, he sold to deft. a bed for six beavers to be paid in 14 days, which are expired, and whereas he is about to depart, and requests payment without delay to have the beavers for sale. Deft. acknowledges to have bought the bed of pltf. for beavers, but for another person, and whereas no beavers are forthcoming, says she is willing to restore the bed uninjured. Pltf. says, he is not content with that. Parties being heard, the Court decides, that pltf. is not bound to take back the bed, and, therefore, deft., Cristina Capoens, is condemned to pay to pltf. the beavers for the bed according to sale, before the departure of the ships lying ready to sail.

Philip Pietersen, pltf. v/s Pieter Tonneman, deft., says, that he had shipped a chest for deft. to carry it to the South, and that he agreed for a beaver as freight; but that deft. had caused the same to be again taken from the yacht; demanding the half freight, being ½ a beaver. Deft. answers in writing at length; maintaining that Jacob Kray, to whom the chest belonged, and for whom he acted is liable to pay. Jacob Crap being heard thereon, maintains that Tonneman is liable for the freight, he having caused the chest to be again unshipped. The Court having examined the difference find, that J: Crap produces no sufficient exception or reason, that Tonneman should pay the freight. Therefore Jacob Crap is ordered to pay pltf. the half beaver.

Jacob Crap, pltf. v/s Teunis, the mason, deft. Pltf. says, that he has given, pursuant to order of last Court day, copy of the a/c of his

debt to deft. and requests, that he be ordered to pay. Deft's wife appearing, requests proof both of note and book debt to answer thereunto. Pltf. replying says, that deft. had never made any objection to the debt, but that he could not pay, saying that they had offered Paulus Leendersen Vandie Grift, as attorney, the fl. 80, but in two payments. Deft. answers as before and requests specification and proof; acknowledging that her husband promised to give fl. 70 in two payments to Paulus Leendersen, when he last applied. Says they never had seen any bill of particulars. Parties being heard, pltf. is ordered to exhibit further explanation and specification of his claim, when further disposition shall be made therein.

Tryntie van Hengelen, pltf. v/s Cornelia Schellingers as att'y for her mother, Jannetie Melyns, deft. For difference of a/c and arrest of an ox, demanding fl. 166. Parties being heard, are referred by the Court to two arbitrators, to wit, Dirck van Schelluyn and Hendrick Jansen Vin, to settle the a/cs of parties in dispute before Cornelia Schellinger's departure. Meanwhile the arrest of the ox was again declared valid.

Abram Jacobsen, carpenter, appeared with Schout Silla in Court stating, that an account book of Old Verdoncks was at his house, which they had delivered to Secretary van Ruyven, and whereas his property and account book were delivered to them by said Verdonck, request that the book be examined, that they might obtain what is their's. The W: Court being informed, that the book and its contents were referred by the Hon^ble^ Director General and Council to the Orphan Masters, the petitioner was referred to them.

Sybout Clasen, Adolf Pietersen and Sybrant Jansen Galma appear in Court requesting the Magistrates to signify in what manner the wing on the sheet piling at the Canal shall be constructed. Whereupon it was ordered that it be inspected to-morrow, when directions shall be given.

Augustyn Heermans requests by petition, that two of the Schepens be appointed to hear some evidence and that the same be authenticated by the City Seal inasmuch as it must go to Holland; which was granted.

Solomon La Chair replies to the answer of Abraham Linthout, whereon was endorsed:—Whereas Linthout is on the eve of departure and demands despatch, copy hereof is granted him and he is ordered to rejoin thereunto within 24 hours.

The *Acte* exhibits, what property Ab^m^ Linthout has in the sold cattle,

whereof Solom^{n} La Chair has arrested the proceeds. The arrest was declared invalid.

The Court having deliberated, whether the Company's and City's Officers should or should not be exempt, in regard to the farming of the Burghers excise; it is Resolved: Whereas according to the report of the Burgomasters the Hon^{ble} General offers himself to pay the Burgher excise and decides, that no person ought to be exempt, and moreover to animate others to further zeal and to remove all censure and as it is otherwise of small moment, therefore all persons, whether servants of the Company or City, none excepted, shall pay, as well as the tapsters, the ordinary Burgher excise. It is also concluded, that the excise on cattle slaughtered within this city shall be farmed. Therefore, it is agreed that it shall take place this afternoon at the house of Lieutenant Litschoe; which, with the previous knowledge of the Hon^{ble} General, is published from the City Hall, and proclaimed by the public Crier. Done this 30th Octob^{r} 1656. At Amsterdam in N. Netherland.

Allard Anthony,
Oloff Stevensen,
Johannes Pt^{r} Vanbrugh,
Jacob Strycker,
Will. Beekman,
Hendrick Kip.

Copy.

The Director General and Council of New Netherland, to all who see these or hear them read, Health. Be it known, that the oft published and frequently renewed Ordinances and Placards against the desecration of the Lord's Sabbath; the irregular tapping on that day and by night after setting of the watch and ringing of the bell; against the very dangerous yea damnable sale or gift of wines, beer and distilled liquors [to the Indians]; against the baking and sale both of large and small or white bread, have not, according to the good intent of the Director General and Council and as necessity demanded, been regarded, observed, maintained nor even executed; to the dishonour of God, to the immense damage and disturbance of the peace and rest of the inhabitants, to the great disrespect of the authority and quality of the high and subaltern Magistrates of this Province, whereunto, then, the Director General and Council being de-

sirous for the sake of their office, duty and necessity, to provide, renew and enlarge their previously enacted Ordinances and placards, and hereby interdict and forbid, First; all persons performing, on the Lord's day, by us called Sunday any ordinary work such as ploughing, sowing, mowing, building, woodcutting, working in iron or tin, hunting, fishing, or to do or prosecute any other business permitted on other days under a penalty of One pound Flemish to be forfeited by each person; much less any lower or unlawful exercises or games, drunkenness, frequenting taverns or grog-shops, dancing, cardplaying, backgammon, tennis, ballplaying, bowling, rolling nine pins, racing with boats, cars or wagons before, during or between divine service under double the fine: More especially, no tavern-keepers or tapsters shall allow any clubs to sit during, before or between the sermons nor tap, present, give or sell, directly or indirectly to any person any brandy, wine, beer or distilled liquors under the penalty of six guilders to be forfeited by the tavernkeeper or tapster; and for each and every person found drinking at aforesaid times, three guilders. In like manner, no tavernkeepers nor tapsters shall allow any clubs to sit or continue, or tap, sell or present to any person any wine, beer, distilled liquors or spirits, on Sundays or other days after setting of the night watch or ringing of the bell, under like penalty; the inmates of the family, those attending by order and with consent of Magistrates to public business alone excepted.

Secondly, regarding the very dangerous, scandalous and damnable sale, bestowal or giving of any wine or beer or distilled liquors to the Indians or natives of this country, wherefrom so many disasters had nearly followed, or at least were threatened and dreaded, inasmuch as drunken Indians were seen; the Director General and Council aforesaid renewing and amplifying their previously enacted Placards, hereby ordain, interdict and order all persons of what quality and rank soever, either directly or indirectly to sell, barter, present, give, reach, or draw or allow to be drawn for any Indians in or out of a house, on land or on water, from yachts, barks, boats or canoes, cars or wagons howsoever it may be named, any beer, wine etc. under a penalty of five hundred guilders and to be corporally punished and banished out the country. In order that the same may be discovered, for the better advancement and maintainance of the public peace and quietness of the good people of this Province, all

superior and inferior officers, free or hired servants of the Company and the inhabitants of this Province, are by their office and duty enjoined, required and charged to aid in preventing, discovering and reporting so very dangerous and damnable a trade or presenting of wine, beer or distilled liquors, or failing therein to pay half the fine in case it be afterwards known or found that he had any knowledge of such sale, gift or present of any wine, beer or distilled liquors to any Indians and had not given information thereof.

Further, the Director General and Council aforesaid being informed of and acquainted with the suttling and peddling of wines, beer and distilled liquors on and along the river from ascending and descending yachts, barks, boats, vessels and canoes, not only interdict and forbid hereby all such suttling and peddling, but ordain, enact and order, that no skippers, boatmen, canoe or watermen nor any other free or bound inhabitants, of what name, nation, quality or business soever he may be, shall from now and henceforth, neither for himself nor for others embark, load or take with him in any bark, yacht, boat, canoe or any other craft whatsoever, any wine, beer or distilled liquors or spirits either in large or small casks nor even in cans, pitchers or bottles, unless the same shall have been previously entered, according to its proper quantity with the proper officer of the place, where the wine, beer or distilled liquors shall, either much or more, be embarked, shipped or laden, and shall have received from said officer a note or cocket, whereupon shall appear the quantity and quality of the cask and the other measure of accompanying wines, beer, or distilled liquors, for whom shipped and to whom consigned and of the delivery thereof to such person; to bring also proper certificate or proof from the officer of the places, where it was delivered signed by the receiver himself; and all that under the forfeiture of the concealed wines, beer or brandies and a fine of five hundred guilders for the first time, and for the second offence, confiscation of bark, yacht, boat or canoe in addition.

Thirdly, concerning the baking and selling of brown and white bread, both for proper price and at established weight, the Director General and Council aforesaid renewing and amplifying their previously enacted order on that subject, ordain and direct hereby, that all bakers and all other inhabitants, who follow the profession of bread baking or selling, whether

for Christians or barbarians, shall be held as well for the convenience of Christians as for the purposes of barter with the Indians, to bake at least once or twice a week both large and small loaves as well for Christians as Indians at fixed weight and price, as follows:—

The coarse loaf shall weigh

a double	8 lbs.	and	cost	14	stivers	each
a single	4 lbs.	"	"	7	"	"
a half	2 lbs.	"	"	3½	"	"

The white loaf shall weigh

The double	2 lbs.	and	cost	8	stivers	each.
single	1 lb.	"	"	4	"	"
Half	½ lb.	"	"	2	"	"

Bread, which shall be sold lighter in weight or dearer in price, shall be confiscated with payment moreover of a fine of five and twenty pounds Flemish for the first offence; double the amount for the second; and for the third offence six hundred guilders, with absolute exclusion from tradet Further no baker nor any one who follows selling coarse or white bread to the Christians or Indians shall mix any sifted bran in whole or in par. among the coarse bread, but bake the coarse flour, as it comes from the mill, nor bake any other description of coarse or white bread, whether for Christians or Indians, except as hereinbefore specified, under a penalty as above; the choice thereof remaining to the judgment of the respective Court, each within its jurisdiction, and to whomsoever they shall be pleased to adjoin to them as better judges of bread.

Fourthly, the Director General and Council being further informed and considering, that, as well in tapping as in baking, frauds can be introduced, and invasions must be invented and resorted to for the concealing the same, since there is, as yet, no guild or certain body known; To prevent this as much as possible, the Director General and Council ordain and command, that from now henceforth no person shall follow the business of baking or tapping, unless he first apply to the Court of the respective jurisdiction and receive from them or their deputies a license to trade, which all tavernkeepers and bakers shall renew every quarter commencing first November next, paying therefor, each time one pound flemish for the behoof of the respective Court, on pain of being suspended from business through notorious and voluntary neglect.

The above specified fines and penalties shall be applied, one third for the officer, who shall enter the complaint; one third for the Church or the poor, and one third for the behoof of the public. The which that all may be the better known, practised and observed and no man henceforth pretend any ignorance hereof, the Director General and Council ordain and hereby direct, that these shall be every where published in the usual places and affixed thereat, to be observed and executed after publication, without any favor, affection, simulation or regard to persons. For such WE find to be for the good of the country, the advantage and greater quietness of the good inhabitants. Thus done, renewed and amplified at the meeting of the Director General and Council of N: Netherland this 26th Octob. 1656. holden in Fort Amsterdam:

Was signed P. Stuyvesant.

Under Stood:—By order of the Honble Director General and Council of N. Netherland.

Signed C. Van Ruyven, Sec'y.

On the 30th October 1656 this preceding Ordinance was published from the City Hall of this City of Amsterdam in N. Netherland after previous ringing of the bell.

Conditions and Terms, on which the Schout, Burgomasters and Schepens of the City of Amsterdam in N. Netherland propose, with the approbation of the Honble Director General and Council, to let to the highest bidder the Excise on the slaughter of all cattle within the jurisdiction of this City, to be consumed either by Officers as common Burghers or brought to market, the Honble Company's store excepted. Whoever shall become the Farmer of said excise shall receive as excise of all cattle whether oxen, cows, calves, sheep, goats, pigs or such like, One stiver in the guilder according to the purchase or just value thereof, that are slaughtered within the jurisdiction of this City. The excise shall commence and be received by the Farmer on the first of next November, 1656, and end first November 1657, but he shall receive or contract for no longer period, than the date aforesaid, inclusive. The Farmer shall pay precisely every quarter to the Burgomasters in office or those appointed by them, a just quarter of the promised rent, which shall be done in good current money. The accepted Farmer shall be bound

to give two sufficient securities for the proceeds of the promised rent. On the aforesaid conditions Solomon La Chair, Burgher and inhabitant here, has become Farmer for the sum of seven hundred and ten Carolus guilders, promising to fulfill and perform the same under the bond of his person and property, none excepted, subjecting the same for the performance hereof to the disposition of this Court, promising to give on tomorrow two sufficient securities to the satisfaction of the Burgomasters and Schepens. In testimony whereof he has subscribed these this 30 of Oct^{r} 1656. at Amsterdam in N. Netherland. Was signed

Solomon La Chair.

On the first Nov^{r} 1656. appeared in Court Willem Beeckman and Willem Dueckles house-carpenter, and declared to enter themselves jointly and severally bail as principals for the person of Solomon La Chair for the payment of the promised rent, under due renunciation. In testimony whereof they have signed this. Done as above at Amsterdam in N. Netherland; was subscribed Will: Beeckman,

Willem Dueckles.

Specification of the farming of the Cattle and the drawn bids.

Offered by Warnaer Wessels.....	fl.	50.
" by Stoffel the Crier.....		300.
1 pc. One piece of Eight * is put up and drawn by Solomon La Chair @.....		500.
1 pc. Again, 1 piece of Eight is put up and drawn by Solomon La Chair for the sum of		700.

Again, two pieces of Eight are put up for whoever should bid one hundred guilders additional, but were not taken. Finally the license was bought by Solomon La Chair @ fl. 10, so that it makes together fl. 710. as appears by the signed paper.

Conditions and terms whereon Schout, Burgomasters and Schepens of the City of Amsterdam in N. Netherland, with the approbation of the Hon^{ble} Director General and Council, propose, according to the laudable custom and order of our Fatherland, to farm to the highest bidder the Burgher Excise of Wine and Beer to be consumed within the jurisdiction of this City as follows:

* A piece of 8 was the Spanish Real, worth 12½ cents.—B. F.

That whoever becomes Farmer of said Excise, shall be entitled for the excise as well from the Company's as City's servants as from all Burghers and tavernkeepers, for the wines and beer by them to be consumed, as follows:—

For one anchor of brandy, Spanish wine, distilled waters or other of such value, thirty stivers.

For an anchor of French wine, Rhenish wine, Wormwood Wine or other of such value, fifteen stivers.

For a tun of good beer, one guilder.

For a tun of small beer, six stivers.

Larger and small vessels in proportion.

The rent shall commence and the excise shall be paid to the Farmer on the first November next and ending 1st Nov^{r} 1657. But no more excise can he receive, than to the aforesaid date inclusive.

The Farmer shall be bound to pay precisely every quarter to the Burgomasters in office or their deputy a just fourth part of the promised rent which shall be done in good current money.

Whoever becomes Farmer shall be held to give two sufficient securities for the proceeds of the promised rent.

On the aforesaid conditions, M^{r} Paulus van der Beeck, Burgher and inhabitant here, has become Farmer for the sum of four thousand, two hundred and twenty Carolus guilders and for the performance thereof Isaack d'Foreest and Johannes Monjeer de la Montagne, junior, enter themselves as bail and co-principals for the payment aforesaid, under due renunciation, pledging their respective persons and properties real and personal, none excepted subject to this Court. In testimony whereof is this signed by the Farmer and the aforesaid bail, this 30th Octob^{r} 1656. At Amsterdam in N. Netherland. Was subscribed

Paulus van der Beeck,
Isaack de Foreest,
J. La Montagne Junior, } Bail.

Present, the Schout, both Burgomasters and two Schepens Beeckman and Kip.

Specification of the Renting of the Burghers Excise and the moneys put up.

Commenced by Jacob Backer at the sum of..... fl. 500.

Offered by Govert Loockermans..... fl. 600.
" " Isaack de Foreest..... 2000.
1 pc. One piece of Eight put up, and drawn by Hendrick van Bommel at the sum of..... 2500.
One pc. of Eight drawn by Mr. Paulus @ ..... 2600.
Two ps. of Eight drawn Pt. Jacobsen Buys..... 2700.
Three ps. of Eight drawn by Warnaer Wessels @.... 2800.
Two ps. of Eight drawn by Mr. Paulus @..... 2900.
Two ps. of Eight drawn by Jan La Montagne @..... 3000.
Three ps. of Eight drawn by Warnaer Wessels @.... 3100.
Three ps. of Eight drawn by Mr. Paulus ..... 3200.
Four ps. of Eight drawn by Jan La Montagne..... 3300.
Four ps. of Eight drawn by Isaack Foreest @..... 3400.
Four ps. of Eight drawn by Warnaer Wessels @..... 3500.
Four ps. of Eight drawn by Jan La Montagne @.... 3600.
Four ps. of Eight drawn by Warnaer Wessels @..... 3700.
Six ps. of Eight drawn by Mr. Paulus Vander Beeck @ 4000.
Six ps. of Eight drawn by Jan Montagne ..... 4100.
Seven ps. of Eight drawn by Isaak d'Foreest @ ..... 4200.

Again, 8 ps. of Eight were put up but not drawn but retired, and the license being laid down, was bought by Mr. Paulus for fl. 25 who remained Farmer, but as the bid was fixed @ fl 4220, so appears the above signed paper.

Extraordinary Meeting holden on Tuesday the 31. Octobr. 1656. In the City Hall. Present N. de Silla, Oloff Stevensen, Allard Anthony, Joh: Pt. Verbrugge, Jacob Strycker, Jan Vinje, Will. Beeckman, and Hendrick Kip.

Eduard Teller, pltf. v/s Willem Harck, deft. For that deft. has unjustly arrested pltf. and thereby obstructed him, so that his bark and goods were, meanwhile, lost in a storm, for which pltf. demands indemnity. The Court having examined the demand and answer of parties together with the witnesses produced on both sides, as further appears by the blotter of the records and particular statements, find that parties still except for further proof. Wherefore the disposal was postponed to tomorrow afternoon at 2 o'Clock and parties were ordered to bring in by

that time their further proofs and whatever may be material, then finally to decide the case.

Roeloff Jansen Vonck and Claes Tysen appear both in Court pursuant to order of 30th Octobr relative to the matter in dispute about the raisins. Whereas Claes Tysen refers it to the oath, which Roeloff Jansen Vonck offers to take concerning it, therefore Roeloff Jansen Vonck declares by solemn oath, at the Court aforesaid, in the presence of his party, that he sold the raisins absolutely in question to Claes Tysen, and that he entered and noted it on the day after the sale in his book, which he exhibited in Court, without having ever had any idea that he had given them on commission or conditionally. So Truly help me God Almighty.

Jacob Schellinger appears with Paulus Schrick in Court, which Schellinger answered to the points proposed by Paulus Schrick; and whereas some of the said points are answered obscurely, Schellinger was again given time until tomorrow, in the meanwhile to consider thereon and to render precise declaration.

Regarding the calumnies against Mde Beeckman and Cornelis Steenwyck, Aert Willemsen and his Wife with Geurt Coerten were heard and examined in Court, as appears further by the minutes. Whereas the Honble Beekman in default of further proof holds the aforesaid Geurt Coerten and Wife as the originators of the calumnies, and requests that they be duly punished, therefore Geurt Coerten was ordered to prove by the next Court day from whom they heard it, or failing therein they shall be held as slanderers and be, therefore, punished.

Tryntie van Engelen appears in Court complaining that, pursuant to order of the Court, she cannot attain to any despatch with Schellinger, since Jacob Schellinger and his wife declare, that they have no procuration from their mother to settle the matter, as is shewn by signature of the arbitrators. The Court finding by the minutes dated 19th June last, that Cornelia Schellinger being attorney for her mother claimed the ox and that the arrest then was declared valid, until they had settled, which the aforesaid Tryntie van Engelen cannot obtain to the present time, therefore order that Tryntie van Engelen shall be authorized to take the arrested ox in payment or deduction of her claim against Jannetie Melyns, at the valuation of two indifferent persons; on this condition that, in case it be hereafter found, on settlement of a/cs., that Jannetie

Melyns does not owe so much as the ox is now valued, she shall be bound to restore the same to her.

Jacob Schellinger appears in Court exhibiting the decision of Pieter Cornelis Van der Veen and Rynier Rycken as arbitrators appointed in the difference of a/cs between him, J. Schellinger and Jacob Calf att'y of Cornelis Schut, whereby it appears, that said Calf still owes a balance of fl. 48. 10 in zeewan; requesting, whereas the aforesaid Calf refuses to pay the same, that the Court will be pleased to examine the decision and approve it. Whereon was endorsed—The Court approves the aforesaid decision and orders consequently the abovenamed Calf to pay the fl. 48½ which belong to Schellinger.

Aldart Swartwout, pltf. v/s Jacob Schellinger, deft., demands delivery of a kettle for having cured the abovenamed Schellingers leg, according to agreement, inasmuch as he has cured him. Deft. acknowledges to have promised him a kettle, if pltf. had effectually cured him; saying that he is not cured of the accident to the present hour. Pltf. replying says, he had once cured the deft., inasmuch as he went from one village to the other. Whereas parties on both sides acknowledge to have agreed with a good and perfect cure or no pay, the matter was referred by Burgomasters and Schepens to M[r] Hans Kierstede and Mr. Jacob Hendrik Varvanger, both old experienced Surgeons, to investigate the same and to report thereon to the College, or if possible to reconcile the parties.

Isaack d'Foreest, pltf. v/s Jan Rutgersen and Hendrick Sweeringh, defts. For that defts. have failed to deliver, according to agreement, the stone and lime contracted for a cellar, and thereupon received a boat etc. Defts. say, they will observe their part. Hend'k Sweeringh requests, that the conditions be performed by one man as he has difference with the other, acknowledging the purchase of the yacht and the agreement. Parties being heard, defts. were ordered by the Court to deliver the stone and lime according to agreement, or failing therein that pltf. shall come for damages on whomsoever shall be in default.

The Court having seen and examined the decision or opinion of the Orphan Masters appointed on the 30[th] Octob[r] inst. relative to the difference detween Rynier Rycken and Elizabeth Greveraer, delivered this day to Court, have approved the said decision and accordingly condemned

the abovenamed Elizabeth Greveraer to receive the zeewan belonging to her by settlement of rendered a/c. and to give Rynier Rycken due receipt; also to restore to him the 5 beavers, which Rynier has disbursed for half an Aem of Wine at the funeral. Thus done and adjudged this 31. Octob^{r} 1656. at Amsterdam in N. Netherland.

Wednesday, first November 1656. In the City Hall. Present the W: Heeren Nicasius de Silla, Oloff Stevensen, Allard Anthony, Jacob Strycker, Jan Vinje, Will^{m} Beeckman, and Hendrick Kip.

Nicolaes Boot appears in the Court of Burgomasters and Schepens stating that he is informed by two women, namely Mrs. Harck and Susanna Brown, that Skipper Lourens' (van der Wel) wife expressed the intention to follow her husband to N: England and to remove her residence there. Requesting that for security of his debt, he may arrest the goods and chattels of the abovenamed Skipper Lourens, the rather as he is informed, that she has already removed some property. The Court considering the complainant's request and the reasons thereof, consent that he may arrest at his risk the goods, chattels and appendages thereof for the security of his debt.

Whereas Roelof Jansen Vonck confirmed by solemn oath in the Court of Schout, Burgomasters and Schepens in presence of his party, Claes Tysen, on the 31st October last, there being no further proof, that he absolutely sold the raisins in question to Claes Tysen and according to the entry in his book has recorded them the day after the sale, therefore Claes Tysen is condemned by plurality of votes to pay the said Roelof Jansen, within three days from date the balance of beavers according to sale there being no difference between parties about the price and quantity.

Claes Bordingh appeared in Court requesting that execution may be legally issued against Jacob van Couwenhoven. The Court persists in its previously issued order in this case.

Whereas Jacob van Couwenhoven, as pltf., claims that he has received no copy of rejoinder and therefore has not furnished his papers, copy is granted him, and he is ordered to produce his papers by the next Court day. The case to be then finally disposed of.

Abram Linthout rejoins to the reply of La Chair and furnishes his papers in the suit; on which rejoinder is endorsed:—Whereas Abram

Linthout herewith furnished his exhibits in the suit, it was therefore ordered by the Court that copy hereof shall be granted to La Chair that he may also furnish his papers in the case by the next Court day.

The papers and proofs produced by Edward Teller and Willem Harck, together with their statements and arguments being examined *de novo* in Court, the following judgment has been rendered and pronounced after mature deliberation.

Extraordinary Session holden in the City Hall at Amsterdam in New Netherland the 31st Octobr and first Novembr 1656.

Edward Teller as well for himself as for Thomas Lamb, his passenger, pltf. v/s William Harck, deft. Pltf. complaining that the deft. has arrested and summoned him on the 25. Octr last, as he lay ready to sail with his bark for New England, for and because that he, pltf., should, without deft's knowledge have gone away with his deft's canoe or untied it and let it drift; and whereas he, pltf., was guiltless thereof and by said arrest and summons was prevented from prosecuting his voyage; and meanwhile a storm arose, he lost his bark with what was on board such as zeewan, cargo and clothing; he therefore requested that deft. be condemned to indemnify him, the pltf., for his lost bark, zeewan, goods and damage incurred by him and his passenger according to bill of particulars, free of costs and charges. The deft. answering said, that pltf. with three of his companions had been in his canoe, unfastened the same and let it go adrift; and as the pltf., Teller, refused to restore the canoe or to make good the loss, he had Teller arrested, but immediately looking up the canoe and the same being recovered, he acquainted pltf. Teller thereof and verbally discharged him from arrest. Pltf. replying expressly denied having been in the canoe or having unmoored the same or let it go adrift, but that he borrowed and used Jan Laurens' canoe; and as he was arrested and summoned by the Court Messenger in due course of law and he could not freely depart from the arrest without legal discharge, the storm rose in the meantime and his bark and cargo were lost owing to the obstruction from the arrest. Persists, therefore, by his previous demand. Deft. rejoining says that he did not arrest pltf's bark and also that he lost his vessel by neglect and could have saved it; maintaining consequently that he is not liable in any indemnifi-

cation for loss. Pltf. denies that he could have saved his bark. The Court having heard and examined the demand and answer of parties and witnesses produced on both sides, and paid attention to all that is material, find that Willem Harck cannot prove that Teller took, unmoored or sent adrift, his, Harck's canoe, but, on the contrary that he the pltf. Teller has proved by two several witnesses, that when the defts. canoe had been taken away he borrowed and used the canoe of Jan Laurens; 2ndly that Harck arrested by the Court Messenger on Wednesday, the pltf. Teller, when the pltf. was ready to depart, as he pltf. has proved by divers witnesses also; and was first discharged by the Court Messenger again for arrest on Saturday after his bark was wrecked on Thursday. Therefore it is adjudged that the deft. Will: Harck illegally arrested the pltf. and as the pltf. before the arrest was ready to sail and depart and his bark and cargo were, in the meantime wrecked, he, Will. Harck, is consequently condemned in the costs and damages suffered thereby on the taxation and estimation of the Court. Done as above in the full Court of the Schout, Burgomasters and Schepens of the City Amsterdam in New Netherland.

Paulus Schrick and Jacob Schellinger appear again in Court, which Jacob Schellinger answered the following points, and confirmed the further explanation thereof according to order by solemn oath at the hands of Hon^ble^ Schout d'Silla.

Saturday the 4 Nov^r^ 1656. In the City Hall. Present the Heeren, President the Hon^ble^ Allard, Oloff Stevensen, Joh: Pt^r^ Verbrugge, Jacob Strycker, Jan Vinje, Will: Beekman, and Hendrick Kip.

Whereas it has been frequently resolved, to write to the Honble Lords Directors, Lords and Patroons of this Province, touching some necessary points, therefore the abovementioned Burgomasters and Schepens are met and the subjects being agreed on, the following letter was drawn up and sent:—

Right Honourable, very Wise, Prudent Lords and Patroons—

Your Honours' last of the 26^th^ May 1655 is duly received by us whereunto is briefly answered—

That the state and condition of the country, especially of this City,

has not yet permitted the imposition of onerous burthens, as we have communicated by petition to the Hon^ble^ Director General and Council.

Inasmuch as your Honours have decided, that our predecessors may not have properly used, what was granted them, it does not behoove us to vindicate them, and therefore we respectfully request, that Your Honours should please not to lay that to the account of this City or the Commonalty thereof, nor to entertain any prejudice in consequence, and therefore to be pleased to allow the Weighscales and Ferry to come again to the City Treasury. We shall not fail to employ that and every other thing to the necessary advantage of this City.

We have deemed it expedient to communicate and send to your Honours the petition presented by us to the Hon^ble^ Director General and Council with the endorsement thereupon; Whereby Your Honours can see the circumstances and condition of the Commonalty. We have, moreover, already burthened the Commonalty with one stiver in the guilder, additional, on the cattle slaughtered within this City besides the Burgher excise on wine and beer, the income from which by no means covers the repair and establishments of this City, much less what is most urgent, the repairs and erection of the City Walls, which were hastily built of sods and afterwards a plank curtain added, and which now are fallen into ruin; the sheet piling along the river; the repairs of the City Hall; watchhouses; the building of schools; the construction of the *Graft* (Canal) and other similar matters, to serve as better defences in time of need, which might truly be immediately the case, were your Honours to be pleased to favour this City with the above sought benefits, and release it from the old debts incurred in the troubles with our neighbours, the English nation.

We should freely burthen the Commonalty still further, but find that they are not at present able to bear it, inasmuch as the Hon^ble^ Director General and Council have prepared and imposed additional taxes on the internal trade in beer and wine, which we hope will be abolished by your Honours as they tend to the serious injury of the trade. But we will not fail as soon as time and circumstances in any wise permit, to find as many subsidies and to obey your Honours' order as far as we possibly can.

In the abovementioned petition to the Hon^ble^ Director General and Council we have proposed, that their Honours would be pleased to remit

the monies disbursed by some private persons for the Commonalty during the last troubles with the Indians, as we understand here that your Honours have given orders to that effect to the Direct^r General and Council, whereupon their Hon^rs were pleased to observe—first that their Hon^rs had granted the last assessment on condition that we should pay the old debt therefrom, as this was done to pay for the curtain constructed on the City wall; of which assessment not one third part has to the present time been received through the inability of the Commonalty, and much more has already been expended by us in particular for repairs. The Hon^ble Director General and Council have therefore resolved accordingly on the 11^th October 1655, but that it is contrary to our intention appears by the petition dated 30^th Septemb^r 1655., hereunto annexed, whereunto we refer. Secondly, the Hon^ble Director General and Council observed, that the Burgomasters and Schepens ought to shew their Honours what and how much taxes they were inclined to impose. Such was also taken in consideration by us, and it is notorious, that we have no power to impose any taxes on the Commonalty, unless with the approbation of the Director General and Council.

As regards, that we requested in our said petition, that the monies levied by us off the Commonalty should be continually paid to the City Treasury and employed by us to the public advantage, it seems to us (under correction), to consist with justice, and would, in that case, be also much more freely contributed by the Commonalty.

On the 7^th July last, we also requested by petition presented to the Hon^ble Director General and Council that pursuant to your Hon^rs' Order dated 18^th May 1654, the office of Sheriff may be separated from the office of Fiscaal, and that their Hon^rs would be pleased to appoint a Sheriff here from the Commonalty, whereupon their Honors have been pleased so to appoint till further order from Your Lordships as appears by the accompanying petition and endorsement thereupon. Therefore they respectfully request that Your Lordships would please immediately to give effect to your Resolution taken in this case.

In order not to trespass any longer on Your Honors' patience we shall break off, and beseech Your Honors earnestly to take into consideration this our pitiful state and condition and to make such disposition thereupon as Your Honors, in your accustomed wisdom, shall find for the

advantage of the public. Committing Your Honors to the merciful protection of the Lord, we remain Your Honours' dutiful subjects,

The Burgomasters and Schepens of the
City of Amsterdam in New Netherland.

Allard Anthony,
Oloff Stevensen,
Jacob Strycker,
J. Vinje,
Will: Beeckman,
Hendrick Kip.

Done in the Court assembled on the 7th November 1656. at Amsterdam in New Netherland.

To the Honble Lords Burgomasters and Schepens of the City of New Amsterdam. Harmen van Hoboken, Schoolmaster of this City, respectfully requests that your Honours would be pleased to grant him the hall and the side room for the use of the school and as a dwelling, inasmuch as he, the petitioner, does not know how to manage for the proper accommodation of the children during winter, for they much require a place adapted for fire and to be warmed, for which their present tenement is wholly unfit. He, the petitioner, burthened with a wife and children is greatly in need of a dwelling for them; and his wife is expecting from hour to hour to be confined, so that he anticipates great inconvenience, not knowing how to manage for the accommodation of the school children; and if your Honrs cannot find any, he, the petitioner, requests your Honr. to be pleased to allow him the rent of the back room which Geurt Coerten at present occupies, which he, petr would freely accept for the present, as he is unable to pay so heavy a rent as a whole house amounts to. He therefore applies to your Honours, expecting hereupon your Honors favorable endorsement. Was subscribed

Your Honrs Servant,
Harm: van Hoboken.

Dated 4 Nov. 1656.

Endorsement.

Whereas the City Hall of this City, the hall and little room whereof the petitioner now requests for a school and dwelling, are not at present in repair, and are, moreover, required for other purposes, the same cannot

be allowed him; but in order that the youth, who are here quite numerous, may have the means of instruction as far as possible and as the circumstances of the City permit, the petitioner, for want of other lodgings, is allowed to rent the said house for a school, for which one hundred guilders shall be paid him yearly on a/c of the City for the present and until further order. Done in Court this 4. Nov. 1656. At Amsterdam in New Netherland.

Allard Anthony,
Oloff Stevensen,
Jacob Strycker,
J. Vinje,
Will: Beeckman,
Hendrick Kip.

Monday, 6. Nov^{r}. 1656. In the City Hall. Present N. de Silla, Allard Anthony, Jacob Strycker, Jan Vinje, Will^{m} Beeckman, and Hendrick Kip.

The following *acte* whereby Dirck van Schelluyne resigns the office of Bailiff, and the petition from M. de Vos for the same being exhibited to the Court by the Hon^{ble} N. de Silla, the apostil following was granted. Copy.

Mr. Fiscal d'Silla,

Whereas my circumstances do not any longer allow me to continue in the City's service as Bailiff, I find myself obliged to resign the said charge into your Honors hands, as guardian of the supreme magistracy. Thanking the Hon^{ble} Supreme Magistracy for having been pleased to employ me in the aforesaid capacity to the present time, I nevertheless remain,

Signed Your Honor's humble and obedient
D. V. Schelluyne 1656.

Amsterdam in N. Neth^{d} the 3. Nov^{r} 1656.

To the Worshipful Schout, Burgomasters and Schepens of this City Amsterdam in N. Neth^{d}.

Matewis d' Vos, admitted Notary in this City, makes known with due respect, that he, petitioner, is informed by a good source that the Notary D. van Schelluyne has resigned his office of Bailiff, and whereas the aforesaid office is vacant, he, pet^{r}, therefore requests with all respect, that your

Honors would be pleased to grant, and favor him with the aforesaid office of Bailiff (*Conchergie*) the rather as the Hon^ble^ Burgomasters have already conferred on him the appointment of governor of the City Hall (*Castelynschap.*) promising and hoping, that he will perform every thing for your Honors and this City, praying your Honors to grant him, the petitioner, his request, which doing he remains,

Under Stood, Your Honors very Humble Subject and Servant

Math. de Vos.

Endorsement.

Whereas it is exhibited to us by *Acte*, that Dirck van Schelluyne has resigned the office of Bailiff and it is necessary, that said charge be again filled with a proper person, the petitioner's request for the office of Bailiff was granted by the Burgomasters and Schepens of this City, on the approval and confirmation therein of the Hon^ble^ Director General and Council. Done this 6. Nov^r^ 1656. At Amsterdam in New Netherland.

Honble N. de Silla, pltf. v/s Neeltie van Couwenhoven and Nicolaes Boot's wife, defts. For that N. Boot's wife cunningly took, with the said Neeltie, a silver goblet from their father's house and refuse to restore it; whereupon they being complained of, pltf. caused the goblet to be brought and laid before the Court, maintaining that it is a species of theft or violence. Neeltie van Couwenhoven and aforesaid N: Boot's wife being heard and examined in Court, pltf. requests, that further information be taken in the presence of two of the Bench. The Court consents to the request of the pltf., to take further information, and ordered that the goblet be delivered to Couwenhoven, which was done in Court.

Hon^ble^ D'Silla, pltf. v/s Jan Perie, deft. Deft. in default. But whereas the deft's wife is now in labour he was excused from his default by the Hon^ble^ pltf. himself.

N. de Silla, pltf. v/s Geurt Coerten and wife, defts. Relative to the slander of Mde. Beeckman and Steenwyck. Defts. being asked, whether they can prove, according to previous order, from whom they had heard the slander; answer No—inasmuch as the persons who heard it refuse now to make declaration. Requesting that they be constrained thereto. The Hon^ble^ Beeckman requests justice. Wherefore the Hon^ble^ Schout was ordered to take further information.

Jacob Van Couwenhoven, pltf. v/s Tomas Lambertsen, deft. Pltf. demands of deft., as having married the widow of Juryaen Andries, payment of a balance of fl. 487. 1. according to specification and extract of a/c. Deft. maintains that his wife had nothing on a/c but fish, mackerel etc. for nursing the foster child. Pltf. offers, that deft's wife examine the a/c and settle it by arbitration, with which the deft. is content. Wherefore, the W. Court appointed Sieurs Pieter Corn^{s} van der Veen and Hend^{k} Jansen van der Vin to examine the a/cs of parties in the presence of the guardians over the minor children of Jannetie Juryaens, and if possible to reconcile them or to render a report to the Bench.

N. de Silla, pltf. v/s Dirck Holgersen, deft. Deft. requests by petition copy of the Officers demand, as he has not time to appear, to answer to the same by the next Court day. Pltf. rendering briefly his demand, thereupon was endorsed—The Court grants deft., according to his petition, copy of the demand to answer thereunto in writing by the next Court day.

Jacob van Couwenhoven, pltf. v/s Andries Jochemsen, deft. Deft. in default.

Isaac Greveraer, pltf. v/s Pieter Ebel, deft. Deft. in default.

Borger Jorissen, pltf. v/s Cornelis Van Tienhoven, deft. Pltf's wife appears, but deft. remains absent. Therefore default was granted against the deft.

Wolfert Webber, pltf. v/s Cornelis Jacobsen Stille, deft. Deft. in default.

Gysbert Op Dyck appears in Court requesting permission to sell wine and beer by the small measure, as he hired the house next the City (?) and is occasionally asked to lodge strangers and to sell them wine and beer. Whereupon question being put, the petitioner's request was granted.

Solomon La Chair as Farmer of the excise on cattle slaughtered within this City appears in Court requesting that sworn butchers may be appointed and confirmed. Whereupon having examined the petition and verbal applications for that office made to the Burgomasters and Schepens, it is resolved to appoint thereto Willem Clasen, Gerritt Jansen Roos and Jan van Haerlem, who shall, each, be bound to serve in butchering and cutting up, and to provide, have and possess their own ropes, hand bar-

rows, troughs and other articles requisite for slaughtering and receive for butchering and cutting as follows:—

For every ox or cow	four guilders;
For every pig under 80 lbs w^{t}	20 stivers;
" " from 80 @ 120 lbs w^{t}	25 stiv:
" " over that	30 stiv:
a calf,	one guilder;
a sheep, or goat	12 stivers.

But the same must be first communicated to the Hon^{ble} Director General and Council and their approval thereof requested.

Jacob Crap by petition requests time until the spring or his return from the South river, without being hindered in his right, inasmuch as according to order he cannot for the present put in further proof relative to his claim against Teunis the Mason, which was granted him.

The Court having seen and examined the claim of Eduard Teller and Tomas Landon relative to loss and damage incurred through Willem Harck, together with the further proof and demand of Willem Harck, endorse—It is ordered by the Court, that W. Harck shall be furnished with copy of these particulars of a/c and that Teller shall render, within three times 24 hours from date, proof of his a/c and suffered damage.

Whereas suit is instituted before this Court by Solomon La Chair as pltf. against Abram Linthout as deft. for and on account of certain butter, which La Chair paid to Jan Laurens pursuant to judgment, which Linthout bought and traded; also for an open a/c for the sum of fl. 78. 2. And in reconvention by Linthout for payment of 1 pc. of linen, restitution of one silver cup, and damage suffered from arrest. Therefore the Court of this City having seen and examined the demand and answers of parties both in convention and reconvention, and further papers, documents and proofs produced to this effect by parties on both sides, find by certificates read and sworn to, that parties agreed together at Fort Orange as to their open a/cs. and La Chair's claim was accordingly dismissed. As regards the butter, they find that the same was not brought into the a/c., wherein parties agreed at Fort Orange, and inasmuch as Sol. La Chair was ordered after the date of the agreement to pay the butter to Jan Laurens, saving his recourse against Linthout, therefore Linthout is condemned by plurality of votes to return the payment of said butter to La Chair, except the

tubs of butter, delivered by both of them to Couwenhoven, the payment whereof La Chair shall demand from Couwenhoven, so that to La Chair comes from said butter by balance fl. 128. Regarding Linthout's claim in reconvention as to the arrest, they find that La Chair has illegally arrested Linthout and prevented his voyage. Wherefore La Chair was condemned to pay the damage incurred thereby estimated by the Court on the demand made therefor, @ fl. 95. La Chair is also condemned to pay the piece of linen, which according to agreement with Linthout he received amounting to the sum of fl. 51., which being counted against the aforesaid fl. 128 from the butter, they find that La Chair remains indebted fl. 18. besides restoration of the silver cup according to La Chair's offer made in Court. The costs of suit incurred by parties on both sides, it is decided by the Court, that each shall pay his own. Done this 6. Nov. 1656. At Amsterdam in N. Netherland at the Court aforesaid.

Tuesday 7. November 1656. In the City Hall. Present Allard Anthony, Oloff Stevensen, Jacob Strycker, Jan Vinje, Will. Beeckman, and Hendrick Kip.

Whereas Edward Teller neglects to prove, pursuant to the order of the Court, what, and the description of, damage he has suffered by the loss of his bark and goods and Will: Harck is not content with the oath, which Teller offers to take in the case, but that parties on both sides be referred to the decision of arbitrators who may be appointed thereunto by the Court: Therefore the Court have on the instant request of parties for the expedition of affairs, appointed, as they hereby do, Juryaen Blanck, Claes Bordingh, M^{r}. Richard Smith, Senior, and M^{r}. James Keel who are authorized to reconcile parties if possible or otherwise to report their Opinion to the Bench.

Read in Court the drafted letter of the Burgomasters and Schepens to the Hon^{ble} Lords Majors the Directors of the West India Company, the Chamber at Amsterdam, and resolved to deliver copy thereof to the Hon^{ble} General, in order that his Honor may know the same according to previous resolution.

W. Vander Veen appears in Court exhibiting the items of a/c of costs incurred in the suit against the Hon^{ble} Allard Anthony, requesting that the Hon: Court will be pleased to tax or approve it. But whereas the

Hon^ble^ Silla who is best acquainted with such things is absent, it is postponed.

On the petition of Abraham Linthout, is endorsed on the judgment between La Chair and Linthout; The Hon^ble^ Officer is requested to execute the above judgment. Done the 9. Novemb^r^ 1656. By order of the Hon^ble^ President of the Burgomasters and Schepens.

Signed Jacob Kip, Secretary.

Extraordinary Session held on the 10^th^ Novemb^r^ 1656. In the City Hall. Present Allard Anthony, Oloff Stevensen, Johannes Verbrugge, Jacob Strycker, and Hendrick Kip.

The Honble. Silla, present.

Willem Beeckman, pltf. v/s M^r^ Isaack Allerton, Senior, deft. Pltf. demands payment of balance of a note due 30 days after the arrival of the ships from *Patria*, being fl. 952. with costs and damages thereon. Deft. acknowledges the debt; requests a delay of 3 months as he is a Burgher here, on paying interest. Pltf. repying demands payment, as the time is expired, and he cannot suffer delay. Burgomasters and Schepens having seen the original obligation, find that the time of payment is expired and that the deft. acknowledges the debt—Therefore they condemn the deft. Mr. Isaac Allerton to pay the pltf. the balance fl. 952 according to obligation and that within 14 days from date, and if he depart in the meanwhile, to enter sufficient bail before his departure in favor of the pltf. He is also condemned in the costs incurred herein.

Having seen the writing delivered in by Solomon La Chair relative to the a/c of Linthout and having heard the verbal request of said Linthout, the Court have sent for the abovenamed La Chair to Court, and after explanation of difference, order that La Chair shall forthwith, without delay, fulfill the judgment pronounced on the 10^th^ of this month; and further restore immediately, what he has at home belonging to Linthout. Wherefore the Court Messenger was sent with him for the performance and execution hereof.

Willem Harck and Edouard Teller appear in Court stating that according to the *acte* of arbitration, they cannot arrive at any conclusion or decision, since Harck introduced other proof of matters than he has previously exhibited in Court; and whereas by the *acte* of the appointed

arbitrators they have not been able to unite the parties and they have returned back to Court the case without advice thereupon, therefore is pronounced the following judgment. The Court having seen the proofs exhibited this day in Court by Will: Harck, find now, though Will. Harck, previous to rendering of judgment on the 1st of Novr last, declared he had no further evidence, by divers declarations and sufficient proofs, that Edd Teller could have saved his bark at the approach of the storm, whereas being drifting from one to the other yacht he used no diligence, and other boatmen proceeded on board, and he Teller sent no one, nor went himself on board his vessel nor left any person therein, and therefore caused the loss of his bark and goods. Wherefore Teller's demand in the case against Will: Harck is dismissed, but as it appears, that Harck illegally arrested Teller, Harck was therefore condemned in the costs of suit and loss of time and expenses incurred by Teller from the time of arrest to date hereof, and that on the taxation and estimation of the Court. Done as above.

Hendrick Hendrix, Drummer, appears before the Secretary and declares to remain security for Pietr Luyckersen arrested by Jan Peeck, for the judgment of the Court in the action which he, Jan Peeck may institute against Pieter Luyckersen; under due renunciation. In witness he has subscribed these, this 10th Novr 1656.

Was signed Hendrick Hendricksen.

The Court having seen and examined, pursuant to sentence dated 10th Nov. last, the items of a/c of the incurred costs, expenses, and lost time rendered by Willem (Edward) Teller, since his arrest by Will: Harck, to date 10th Novr, have taxed and estimated the same, to wit—for lost time and expenses, the sum of One hundred guilders; for the extraordinary session fl. 38; and for the Secretary, Notary and Court Messenger according as they shall shew by bill is due to them. Thus done, taxed and estimated this 11. Novr 1656. At Amsterdam in N. Netherland.

Present Allard Anthony,
Oloff Stevensen,
Hendrick Kip.

Monday, 13. Nov. 1656. In the City Hall. Present Allard Anthony, Oloff Stevensen, Joh: Vanbrugh, Jacob Strycker, Jan Vinje, Willem Beeckman, Hendrick Kip.

The Schout d'Silla, pltf. v/s Jan Perie, deft. Whereas the pltf. is on board of ship, he is excused from default.

Hendrick Pieter *Kint in 't Water*, pltf. v/s Pieter Kock, deft. Deft. in default.

Nicolaes Backer, pltf. v/s Annetie Smits, deft. Deft. in default. Pltf. appears in Court exhibiting some zeewan, which he received from the deft. maintaining, that it is not good and that he is not bound to receive it. The Court having examined the zeewan in question, decide that it is good valid zeewan, offering themselves in particular to receive it. Therefore dismiss pltf's demand.

Wolfert Webber,* pltf. v/s Cornelis Jacobsen Stille, deft. Pltf. complains that the deft. tore down the fence of his farm repeatedly; requesting that the same be forbidden and that he be ordered to make it close anew. Also that he be ordered to erect the partition fence with him, and to restore the hammer of a plough. Deft. denies expressly, that he has broken the fence. Complaining equally against the pltf. that he broke his fence in the valley. Also, that pltf. has said, his boy had stolen the hammer of the plough, as the hammer was found with his boy. Demanding likewise a wheel of a wheelbarrow. Pltf. offers to restore, what he may have of the deft's. And whereas parties mutually complain of the fence, the Honble. Schepens Jan Vinje and William Beeckman are authorized to inspect the same and therein to make such absolute order, as they may deem proper, and further were parties ordered each to restore whatever they may have belonging to the other.

Jacob van Couwenhoven, pltf. v/s Pieter Jansen, deft. Deft. in default.

Dirck Jansen, pltf. v/s Cornelis Jansen, woodsawyer, deft. Deft. in default.

Frerick Arentsen, pltf. v/s Lourens Andre Van Boskerck, deft. Deft. in default.

Engeltie Mans appears in Court requesting whereas she has summoned C. v. Tienhoven before the Court and he has not appeared, that she may institute her action, but as it is not certain, where the said Corn's van Tienhoven is, it was decided still to wait somewhat.

* Webber's farm was between Chatham and Madison Streets, running from Pearl to James, where it abutted on Stille's.

Jan Rutgersen, pltf. v/s Hendrick Jansen van Naerden, deft. In case of arrest, for payment of fl. 11. minus one stiver. Deft. says he never refused payment. He was to have money from Jan Evertsen to pay pltf. with. Did not know but he was paid. He was also to have money from pltf's son and cannot get it; but undertakes to pay within 8 days. Pltf. being satisfied with that, the deft. was condemned to pay according to his offer and acceptance and meanwhile to enter bail.

Mattys Capito, pltf. v/s Jacob Hend'k Varvanger, deft. Pltf. demands payment of fl. 117. 1. for Adriaen Keyser, according to previous demand entered before the Court on the 15. May last, suing out the arrest issued in the case against the proceeds of the tobacco, which he pltf. had belonging to A. Keyser. Deft. requests proof that he owes any thing to the aforesaid Keyser. Pltf. replying says he has no other proofs, than the entries in his book. And whereas it is a case of book account, the pltf. is ordered to exhibit his book by the next Court day, and confirm the same by oath, and that he has not received any part thereof, when he shall come in with other creditors.

Monday, 20. Nov: 1656. In the City Hall. Present N. de Silla, Allard Anthony, Oloff Stevensen, Johan Verbrugge, Jacob Strycker, Will: Beeckman, and Hendrick Kip.

M^{r} Paulus vander Beeck appears in Court requesting, as Farmer of the Burger excise, that the Court would fix some certain hours in the day, when he should issue licenses and they should be taken by the Burghers; also that it be ordered, that no brewer should convey or cause to be conveyed any beer except by sworn carriers, so as to prevent all fraud. The request being found just, the Court decide, that the Farmer or his collector shall sit each morning from 8 to 11 o'Clock, and in the afternoon from 1. to 4 o'Clock, at a certain place, which he says will be the office of Isaack d'Foreest, there to wait on every Burgher within that time; and that he shall not be bound to grant any licenses before, after or between this time except occasionally to some strangers, who would wish to take away wine or beer. And it was further decided and, pursuant to previous ordinance, ordered, that no brewers shall convey or have conveyed any beer except by the sworn beer carriers or one of them, unless they have rec^{d} express consent of the same. Done as above.

The Hon^ble^ Vinge, present.

The Honble. N. de Silla, pltf. v/s Jan Perie, tavernkeeper, deft. Pltf. says, that between Saturday and Sunday, being the 4^th^ Nov. last, when the Lord's Supper was to have been distributed, the deft. without any provocation struck four different times Hendrick the Drummer and treated him with violence in the office of the Notary M: de Vos, when he came to make a declaration of the truth there, so that said Hend'k the drummer was obliged to resist him, when he was assisted by others, as appears by the certificates exhibited by the pltf. in Court and read before the deft. Requesting, ex officio, that the deft. shall be duly punished therefor according to the charters and *Recueil* of Rooseboom.* Deft. denies having been in a Notary's office; says that he was in a public tavern where he being very drunk was called out of his house to give some evidence or declaration, and as they wanted him to testify to something, which he would not or could not do, acknowledges that some words arose and he struck the aforesaid Hendrick the drummer. Maintains he does not merit punishment. Parties being heard, the Court order the pltf. to summon the Notary M. de Vos and Hendrick the drummer by the next Court day, to be then heard himself touching the deft's exceptions and the case in dispute.

Allard Anthony, pltf. v/s Jan van Leyden, in case of arrest, deft. Pltf. says he has arrested the deft. because the deft. refuses to pay him his accrued costs according to judgment obtained against him, dated 23 Oct^r^ 1655. Requesting payment of the costs and execution of the judgment. Saying, also, that deft. has heretofore broke his arrest. Deft. says, he has never seen any a/c of pltf's claim, nor refused payment, nor has there been ever any a/c of costs rendered or demanded. Complaining that pltf. heretofore unlawfully apprehended him and hunted him with unnecessary costs, whereof he demands satisfaction. The Court having seen the aforesaid judgment, order the Honble Allard Anthony to deliver to the Hon: Olof. by two o'Clock in the afternoon the items of cost to be examined and taxed by Burgomasters and Schepens. Meanwhile the

* Gerard Rooseboom was Secretary or Clerk of the City of Amsterdam, and compiled a *Recueil* or Collection of Laws and Customs, together with the Forms of Procedure in the Court of that City, of which a second edition was published in 1656. The Law against Fighting etc. is in Ch. XI. of said work.

arrest was declared valid, but in case the Hon^ble^ Allard fail to render his bill at the aforesaid time, the deft. shall be discharged from arrest.

Jacob van Couwenhoven, pltf. v/s Pieter Jansen, deft. Pltf. demands payment of fl. 120. to wit fl. 96. for two anchors of brandy and fl. 24 for a tun of strong beer. Deft. says, he received only 2 anchors of brandy and that he bought the same for fl. 80., whereupon he paid fl. 15. in stone etc., which he undertakes to prove. Denies having had the tun of beer; promising to pay what he owes in six weeks. Says he never had any a/c. Parties being heard, it was ordered to grant each other copy of their a/c., and if they cannot agree, then to institute their action at the next Court.

Solomon La Chair, pltf. v/s Margriet Rendels, deft. Deft. in default.

Solomon La Chair, pltf. v/s Will: Harck, deft. Deft. in default.

Johannes La Montagne, Junior, pltf. v/s Symon Joosten, deft. In case of arrest. Pltf. as att'y for Jan Aryaensen, who married the widow of Pieter Gillisen dec^d^, demands, by procuration dated 23^d^ April 1655 passed before Notary Andrew Cock and witnesses at Amsterdam, payment of fl. 110 on a note dated 28^th^ August 1651. and that with interest and damages thereon. Deft. acknowledges the debt. Regrets that he is at present unable to pay. Parties being heard, the deft. was condemned by the Court to pay within 6 weeks according to obligation. In the meantime the arrest was declared valid until sufficient bail be put in.

Hon^ble^ Joh: Verbrugge retires.

Abram Nickels appears in Court exhibiting as att'y for Corn^s^ Schut, the judgment against Caspar and Judith Verleth and requests, that pursuant to said judgment the house and goods of aforesaid Verleth be placed under execution for the payment of said debt. The Court decided that, as the children of aforesaid Verleth are here present, they be summoned by the next Monday, to demand of them, if they will be responsible for the claim or allow the goods to be sold. When further disposition shall be taken therein.

On the complaint of the Hon^ble^ Jacob Strycker presented in Court, that the chimney of Jacob Stevensen's house in Pearl Street was neither repaired nor pulled down, although he frequently was complained of to the Fire Inspectors, and they up to the present time have made no dis-

position therein, requesting that the Court may provide for the case, as he is the next neighbour and nothing else is to be expected, not only by him but by the whole street, but a sudden destruction by fire; the Fire Inspectors and the Hon^ble^ Sheriff were ordered and authorized to forbid within 24 hours the aforesaid Jacob Stevensen and his wife, to make any more fire there, under such circumstances; or to pull down the chimney, and to make such disposition therein as to them may seem proper in the premises. Done in Court the 20^th^ Nov. 1656. at Amsterdam in New Netherland.

The Honble Schout d'Silla requests judgment and despatch in his action instituted the 23^d^ Oct last, against Michel Jansen for tapping after bell ring. Whereupon the Court having looked over and examined the Ordinances and placards formerly published and enacted here on this subject, have condemned, as they hereby do, the aforesaid Michel Jansen, for tapping for the two soldiers after bell ring who were there and were known by him, in the fine and penalty of fl. 12. to be applied to the Officer's benefit. Done as above.

The Honble W: Beeckman requests, inasmuch as orders were issued on the 30^th^ Oct^r^ last to take further information relative to the calumnies of Geurt Coerten's wife, which the Honble Schout now exhibits from Jan Adamsen, who denies having told such to her, Geurt Coerten's wife, that she shall be duly punished for the slanders. Endorsement.—These being exhibited to the Court, and the Hon^ble^ Beeckman having received no satisfaction for the slanders, it was ordered that copies hereof and of Jan Adamsen's declaration shall be granted to Geurt and his wife, to deliver in, by the next Court day, their defence and vindication against the same, or in default thereof, that final disposition shall be made therein.

Jacob Kip requests, as the Burgher excise is now farmed, and salary is allowed him apart from the tapsters excise, and he has been promised, that something should be paid him for what is in addition to his Secretary's office, that the Court would be pleased to allow him something for the receipt and charge of the excise and to appoint some one from the Bench, to audit the account thereof. The request being heard, it was decided that the petitioner Kip is accountable to the Burgomasters, according to the Order of the Hon^ble^ General, and that attention shall be paid to his salary.

Solomon La Chair presents the following petition as Farmer of the

slaughter excise, which being considered, the following endorsement is granted:

To the Hon^ble^ Schout, Burgomasters, and Schepens of this City of Amsterdam in N. Netherland.

Solomon La Chair, as Farmer of the slaughtered cattle, respectfully requests, that your Worships be pleased, according to promise, to appoint sworn butchers and as much as possible to prevent misunderstandings and disputes, to commission one or more valuators, or to authorize me, according to divers farmer-ordinances of Fatherland, to take the cattle for such price as I think they are worth, on paying, in merchantable beaver, so much as they otherwise should pay for the excise; and if your Worships appoint valuators, that the cattle, by the ordinance of valuation be estimated at what they are worth in zeewan.

2. When sold for beavers or other currency equal to beaver, that the beavers may be counted at twelve guilders; otherwise, the common people, who buy for zeewan and pay one stiver in the guilder, are charged more than others, who unlike them contract lower for beaver, and notwithstanding kill better cattle. He requests, thereupon, your Worships precise orders.

3. That those, who please to kill any cattle should keep these alive at least half a day after they had received a slaughter permit or had notified the Farmer, so that the valuators may have time to examine said beast or cattle.

4. That whoever receives any cattle to sell notify me and after it is sold, to whom and for what, in order that all smuggling be, as much as possible, prevented. That doing I remain your Worships' faithful subject and was signed, Solomon La Chair. Done the 20^th^ Nov. 1656.

Endorsement on the above petition of Solomon La Chair, as farmer of the Slaughter excise within this City.

Regarding the butchers, it is decided and ordered by Burgomasters and Schepens with the approbation of the Hon^ble^ Director General, that every one who shall make a profession of slaughtering, or kill for himself, shall be allowed so to do, but at such price as the Court has fixed or shall establish otherwise he cannot slaughter; but no one shall be allowed to slaughter without a proper permit from the Farmer, under a penalty of fl. 25. in addition to the fine therein formerly enacted,

to be paid by the butcher who does so. Regarding the estimating the price of the slaughtered cattle, it is ordered and decided, that for the cattle, which may be sold for beavers and may be rated at the price of sale, the owner shall pay the Farmer for the excise in zeewan @ ten guilders for each beaver. And if the Farmer doubt, that the cattle are valued too low, he may himself value the same or let them be valued, but in such time that the Burgher shall not be thereby obstructed in the killing, and should the Farmer estimate the cattle too high, the owner shall have the privilege of letting the Farmer retain the same, on condition that the Farmer shall pay the owner over and above his valuation, ten per centum, and that in beavers @ fl. 8. or in zeewan @ fl. 10. according to the owners entry thereof or purchase. Thus done, endorsed and ordered in the Court aforesaid this 20th Nov. 1656. At Amsterdam in N. Netherland.

Allard Anthony,
Oloff Stevensen,
Jacob Strycker,
J. Vinje,
Will: Beeckman,
Hendrick Kip.

Neeltie Wessels, the mother of Warnaer Wessels requests by petition to the Burgomasters and Schepens leave to follow the trade of an eating house and to bring in and tap out wine and beer. Whereupon was endorsed—The Petitioner's request is granted on condition that she observe such order as is proper therein. Done this 22 Novr. 1656. Present, Honble Allard Anthony, Honble Olof Stevensen, Honble Jacob Strycker, Honble Hendrick Kip.

Thursday, 23d Novr. 1656. In the City Hall. Present N. de Silla, Allard Anthony, Oloff Stevensen, Joh: Pr Verbrugge, Jacob Strycker, Will: Beeckman, Hendrick Kip.

Whereas the Farmer of the Burgher excise raises a question regarding the visiting of the brewers' houses and cellars, which the Honble Oloff refuses him; and that the brewers should, with other burghers, pay the excise, the abovementioned Magistrates are therefore met to draw up some resolution about it, and a certain ordinance in force in Holland being accordingly looked into and examined, It is resolved—That the Members of the Court, who are not brewers, namely the Honblen Silla, Allard, Ver-

brugge and Strycker, who will not decide absolutely in the case, shall communicate with the Hon^ble^ General and having deliberated thereupon with his Honour, shall dispose therein as to them shall seem proper.

To the W. Burgomasters and Schepens of the City of Amsterdam in N: Netherland.

Honble Friends,

Whereas I, Paulus vander Beeck, have remained Farmer of the Burgher excise Octob. A^o^ 1656. I request, therefore to be maintained in my right. I went, on the 22^d^ Nov^r^ 1656. to the house of the Hon^ble^ Olof van Cortland, brewer, with the Court Messenger to inspect his cellar, and see, whether there was any beer or wine therein, which the Hon^ble^ Van Cortland would not permit me nor other brewers to do; being Burgomaster, he forbade me the same, which causes me much damage, because I should have caught all the other brewers, as they to this time have not returned any beer or wine. In the antient charters (*Handvesten*) it is proclaimed at Amsterdam by the ringing of the bell, fol. 293, 10 July 1586., that no person shall cause to be brought within this City or its liberties any beer, whether tuns, halfbarrels or quarters, from brewers' or beer merchants' houses, or from any ships, boats or places, to be tapped or drank within his house; In the same Placard the beer carriers are ordered not to bring any beer or any exciseable articles into any houses, without a permit from the excise officer. As no brewers have made any entry to the present time, I therefore maintain, that I can visit all brewers' cellars, unless said brewers had filed an affidavit with the excise Master according to the Placard proclaimed with the bell at Amsterdam in Netherland, the 10 July A^o^ 1586. I request, therefore, that the Hon^ble^ Olof Van Cortland may be condemned in the fine to be paid by him and all brewers. But all at the discretion of the Judge. This 23. 9ber 1656. At Amsterdam in N: Netherland. Under Stood,

Y^r^ Worships' humble servant and

Signed, Paulus van der Beeck.

Endorsement on the annexed petition:—Touching the valuing of the brewers beer, it is disposed of by the Ordinance, copy whereof is handed to the petitioner. As to what relates to the fact, that no brewers have valued any beer, it is decided and ordered, that each brewer shall agree with the Farmer for their brewing and consumption since the 1^st^ Nov^r^ to

this date; and should they not agree, the Court shall then dispose of the matter: if the petitioner thinks, he has any right of action against the Honorable Olof Stevensen, he may institute the same at the next ordinary Court, to be disposed of according to its merits. Thus done and concluded the 6. Dec^{r} 1656. At Amsterdam in N: Netherland.

Allard Anthony.
Jacob Strycker.

To the Hon^{ble} Director General of New Netherland.

We the undersigned Schout Burgomasters and Schepens represent, that a certain petition and complaint has been handed to us by the Farmer of the Burgher excise for having been prevented from visiting the brewers' cellars, as may further be seen from the petition annexed: And whereas we have found in the Ordinance of the year 1649 enacted by the Lords States General, art: 34. regarding the home brewed beer, as follows:—

"*Item*, the brewers and brewers' wives shall pay for their drinking beer as the duty on each brewing, whether large or small,—twelve stivers; which they shall be bound to pay at the demand of the Farmer or Collector, without others enjoying these brewers privileges, except those in the trade and residing in the brewery; and for the beer which they send from their dwelling houses to other houses or places in barrels large or small, the brewers shall be bound to pay the full impost, as they shall also be bound to do for all foreign beer, whether they store this in their ordinary dwelling or elsewhere; and the beer merchants shall pay for each head of their family being 12 years old, eight stivers per month, or so much as they shall agree on with the Farmer."

It was, therefore, decided by us, that conformably to the abovementioned article the Farmer must be maintained in his right, and explanation thereon being necessary, we request your Honor's interpretation as the brewers say, they are not beer merchants.

Concerning the fine required in the annexed petition, we say, no fine is due, inasmuch as the Farmer will make inspection without the Schout or Court Messenger. Expecting hereupon Your Hon'rs disposition we remain your Honors humble Schout, Burgomasters and Schepens

Signed, N. de Silla, Allard Anthony,
Joh Pt^{r} Verbrughe, Jacob Strycker.

Done this 23^{d} Nov. 1656. Amstd^{m} in N: N.

On the representation of Schout, Burgomasters and Schepens it is advised, and until the more complete organization of the ordinary Council, provisionally ordered, that the farming of the Burghers wine and beer excise being done with the approbation of the Director General and Council by the Schout, Burgomasters and Schepens according to the custom and order of Fatherland, consequently also the ordinances and regulations, made on that subject by the high authority of our Fatherland ought to be followed and observed here as much as possible. Wherefore we order and conclude, by way of explanation,

I.

That all, who follow brewing within this City's jurisdiction shall, pursuant to the ordinance, pay to the Farmer, each brewing, whether of strong or small beer, 20 stivers.

II.

To prevent fraud and smuggling, it is ordered and decreed, that no brewers or brewers' wives shall remove or store any barreled beer out of the brewhouse into their own or even into other people's houses or cellars without previously notifying the Farmer thereof and receiving a cocket or permit therefor from the Farmer or his collector, whereupon the quantity of the beer, which the brewer or brewers wife shall intend to remove on his or her own a/c, must appear. For which permit shall be paid to the Farmer six stivers, the brewers or brewers wife being bound to submit themselves to the guage, and penalty for fraud and wantage.

It were well that a general ordinance should make a distinction between brewers and beer merchants, which is not yet observed here, since the brewers themselves retailing beer by the whole, half and quarter tun are to be considered both as brewers and beer merchants.

III.

Therefore it is decided and provisionally ordered, that brewers and beer retailers shall agree with the Farmer about their own consumption; or otherwise pay eight stivers per month for each head above twelve years old for their consumption according to the ordinance.

IV.

Regarding the demand against the brewer or brewers, who hitherto refused to submit to the guaging, the Farmer is for this time, dismissed, on condition however, that the contumacious brewer shall make an

apology to the City of Amsterdam in N. Netherland, and that the Farmer shall receive the ordained Burgher excise, according to the letting for twelve consecutive months after the publication or notification hereof, as a reparation of his claim and to prevent further complaint.

V.

Noticing by the conditions of the letting that the beer and wine excise is extended to all indifferently whether Company's servants or freemen; to prevent further claim it is decreed and ordained, that the same shall provisionally take place provided that the Farmer civilly agree with the Company's servants, the Company alone remaining exempt therefrom and whatever is stored or sent for their a/c. Thus provisionally ordained and recommended by the Hon^ble^ Director General this 25^th^ 9^ber^ 1656. at Amsterdam in N. Netherland.

Was subscribed, P. Stuyvesant.

Under Stood; By order of the Hon^ble^ Director General of New Netherland, Curaçao, etc.

Signed, C. van Ruyven, Sec'y.

Wednesday, 29. Nov^r^ 1656. In the City Hall. Present Allard Anthony, Oloff Stevensen, Joh: Verbrugge, Jacob Strycker, Jan Vinje, Willem Beeckman, and Hendrick Kip.

Mr. Paulus van der Beeck, as Farmer of the Burgher excise, presents the following request, and whereas the previous petition of the Farmer relative to the brewers was communicated to the Hon^ble^ General and disposed of by his Honour, it was therefore taken into consideration whether the foregoing petition should be likewise communicated to the Hon^ble^ General or be disposed of by the Court; whereupon question being put, it was resolved to dispose of the same here; and it was consequently decided, that all, who may receive any wine or beer from *Patria* or other places, shall be bound to bargain with the Farmer for what they consume in their houses over the ordinary duty; and in case they cannot agree about it, such shall remain at the discretion of the Court to be regulated according to each person's condition and circumstances.

To the Hon^ble^ Burgomasters and Schepens of the City of Amsterdam in New Netherland.

Paulus van der Beeck, Tax Master of the Burgher excise respectfully

represents, inasmuch as in the letting, no person is exempt from the excise, and no wines are entered to the present time by traders and other Burghers, the petitioner therefore requests, that he be granted *acte* of consent, to visit all cellars and houses, in order to prevent all smuggling, and for the maintenance of the City excise. Whereupon I expect your Honors' favorable apostille. Amsterdam in N. Netherland this 28th 9ber 1656. Under Stood. Your Honors Servant,

Signed Paulus van der Beeck.

Endorsement.

The matter of this petition is disposed of by the Ordinance, copy of which has been placed in petitioner's hands. Done this 6. Decr 1656.

The Honble President, Allard Anthony, exhibits in Court the Apostille (entered heretofore) granted by the Honble General upon the petition of the Farmer relative to the brewers, and whereas the members of the Court, who are brewers, insist, that said apostille tends greatly to the prejudice of themselves and all brewers of this City, the said Magistrates who are brewers conclude to address the Honble General thereupon, to prevent, if possible, the same being enforced.

Thursday, 30th Nov: 1656. In the City Hall. Present Allard Anthony, Oloff Stevensen, Joh: Verbrugge, Jacob Strycker, Jan Vinje, Will: Beeckman, and Hendrick Kip.

On the report of the Honble President and members of the Court who are brewers, made to the bench, that they had, pursuant to the resolution adopted yesterday, been with the Honble General, and that his Honr had given them for answer, that he had offered merely a simple advice and ordered that the Burgomasters and Schepens should make such order on the Farmer's petition as they should deem proper; it is resolved to send for the Farmer to Court to hear what his petition is.

Mr. Paulus van der Beeck appears as Farmer of the Burgher's excise, in Court of Burgomasters and Schepens, requesting strictly, that it be ordered, that the brewers shall be bound, like other Burghers, to pay the Burgher excise, and as soon as they have brewed that they should enter what they may have put into barrels, so as to prevent all frauds, and that the Court would please regulate the guaging of the brewers, and what they to the present time, have not entered.

The request of the Farmer presented to Court both by petition and verbally, as hereinbefore specified, being considered, It is resolved to draw up some order thereupon as was done and hereafter follows; and that the same be communicated to the Hon^ble^ General and to request his approval thereof, so as to prevent for the future, all further differences.

FURTHER ORDINANCE RELATIVE TO THE BURGHER EXCISE OF WINE AND BEER.

Burgomasters and Schepens of the City of Amsterdam in N. Netherland having seen and examined the petitions and verbal request of Paulus van der Beck, as Farmer of the Burgher excise, presented to them tending to the effect, that the brewers as well as other Burghers are liable to the Burgher excise on the beer brewed by themselves and consumed in their families; and for the prevention of all frauds, that the brewers shall be bound to enter, as soon as they have brewed, their barrelled beer; also, that the traders, who receive wines or beer from *Patria* or elsewhere, shall equally pay the Burgher excise on what they consume and be subject to inspection. Therefore, their Worships after mature deliberation and examination of the laws and customs of our Fatherland in use in this regard, hereby, for the maintenance of the Farmer in his right, Do Ordain and Consent

First.

That the Farmer shall have power properly to visit, whenever he pleases, the brewhouses of the brewer or brewers.

Secondly.

That the brewers shall be bound to pay the Farmer six stivers for every brewing which they make, for their consumption, whether it be large or small.

Thirdly.

In case the brewer or brewers will remove and bring any barrelled beer whether much or less, strong or small beer from their brewery into their or other persons' cellars, houses, stores etc., they shall be bound to take a permit from the Farmer whereupon the quantity and quality is marked; for each permit they shall pay four stivers; but for so much as they lay in their houses or cellars, for their own supply, they shall be

bound to take out an excise license and pay therefor, like other burghers, the proper excise.

Fourthly.

It is ordained and allowed, in like manner, pursuant to the custom and order of our Fatherland, that all, who may receive any wines or beer from *Patria*, or other places, shall be bound to arrange with the Farmer for the ordinary tax of what they consume in their house and in case they cannot agree together thereupon, such shall remain at the discretion of the Court to order absolutely therein according to each one's condition and circumstances.

And in order that no one may pretend ignorance, is this, with the approbation of the Hon^ble^ Director General, published from and affixed to the City Hall, the 6. Dec^r^ 1656. at Amsterdam in New Netherland.

Allard Anthony,
Jacob Strycker.

PETITION AND APOSTILLE OF APPROVAL OF THE ANNEXED ORDINANCE.

To the Hon^ble^ Director of New Netherland.

The Burgomasters and Schepens of this City of Amsterdam in N. Netherland respectfully represent—

That on the petition of Paulus van der Beeck, Farmer of the Burgher excise, we have drawn up a further rule, which is not stated in the letting, in accordance with the laudable custom of our Fatherland; and whereas we deem it necessary, that the same be approved by your Honour previous to its being published and posted, in order to obviate all future differences, we, therefore, communicate the same herewith to you, requesting, that you would be pleased to approve the same in the margin to be then published and posted. Awaiting your Honor's disposition hereupon we remain your Honor's subjects.

APOSTILLE.

The action of the Burgomasters and Schepens, on our previous advice, is hereby approved; and Burgomasters and Schepens are, therefore, permitted and authorized, to notify and publish, in the form hereunto annexed, the amendment to the letting of the Burgher beer and wine excise,

as resolved and appointed by them. Done Amsterdam in N: Netherl[d] this 5 Dec[r] Was subscribed P. Stuyvesant

Under Stood: By order of the Honble Director General of N. Netherland and signed, C. V. Ruyven, Secretary.

Monday the 4[th] Decemb[r] 1656. In the City Hall. Present Allard Anthony, Joh: Pt[r] Verbrugge, Jacob Strycker, Will: Beeckman, and Hendrick Kip.

Mattys Capito, pltf. v/s Mr. Jacob Hendrick Varvanger, deft. Deft. in default. Pltf. appears in Court, and pursuant to the order of the 13 Nov[r] last, exhibits his book in proof of his claim against Adriaen Keyser, and declares by solemn oath, that his book is just and right and that the aforesaid fl. 117. 1. according to a/c is due him from the abovenamed A. Keyser, without having reckoned or added anything to it or received any part thereof. Therefore the deft., M[r] Jacob Hendrick Varvanger, as att'y for the aforesaid Keyser, was condemned to pay the pltf. Matys Capito from the effects of Keyser the aforesaid sum proportionably with other creditors.

Daniel Litschoe, pltf. v/s Tomas Lun, deft. Pltf. says he has arrested in deft's hands the sum of fl. 62. due him according to handwriting dated 2 Octob last from Samuel Jansen, who has lately died in Virginia, and whereas the deft. as trader of the yacht of which aforesaid Samuel Jansen was skipper, has some wages in his hands, he requests that the arrest be declared valid, and that deft. be condemned to pay. Deft. acknowledges to have in his hands property belonging to dec[d], Samuel Jansen and is ready to pay pltf. on Samuel Jansen's a/c and in abatement of his debt, but requests the order of the Court to that effect. The Court having seen the undisputed obligation drawn in favour of pltf. Litschoe by Jansen for the aforesaid sum, declare the arrest valid, and condemn deft. to pay to D. Litschoe the aforesaid fl. 62. according to obligation.

The Hon[ble] Vinje present.

Jacob van Couwenhoven, pltf. v/s Pieter Jansen, deft. For difference of a/c relative to two anchors of brandy for which some stone was delivered. And whereas parties render no clear explanation, they were referred by Burgomasters and Schepens to Sieurs Hendrick Jansen Vin and Isaack Greveraer, who are hereby requested to reconcile parties rela-

tive to their differences or otherwise to deliver their opinions in writing to the Court.

Evert Duycking, pltf. v/s Sybout Clasen, deft., requests, that deft. as agent for Jan Ryersen, be condemned to pay the money disbursed for a certain house and lot amounting to fl. 300. which ought to have been forthcoming last May. Deft. says, he will willingly pay pltf. when he has rec^{d} Jan Ryersen's monies; saying he has merely a verbal order to collect Jan Ryersen's debts; requesting that the Court would please to authorize him to constrain the debtors to pay. The Court decides that the deft. must have a written order, before he can sue any of Jan Ryersen's debtors at law, but he may speak to them, and if possible receive pay, saving the pltf's action for damages against the house and lot which he holds as guarantee.

Claes Bording and Piet^{r} Jacobsen Marius, pltfs. v/s Jacob van Couwenhoven, deft. Pltfs. demand assignment of property in order to get their debt pursuant to previous judgment and the order of the Court by form of execution, inasmuch as a protest has been entered against the sale of Wolfert Gerritsen's bouwerie at Amersfoort and they further protest against deft. for all costs, damages and interest already suffered or yet to be suffered by non payment. Deft. Jacob van Couwenhoven says, that he has done, and will do, all in his power to pay the pltfs., and for this purpose will also constrain his debtors, through the Notary Schelluyne, to pay, regretting his embarrassment. The Court find the request of the pltfs. just, but to be as accommodating as possible, order that Jacob van Couwenhoven shall endeavor to settle with them and pay within 3 days, and if he fail therein he shall be held to give information of property forthwith from which the pltfs. shall be paid by execution; and in default of discovery the Honble. Schout or Bailiff is authorized to levy execution on whatever Van Couwenhoven has. Done as above.

Francois Rombouts, pltf. v/s Adriaen Blommaert, deft. Pltf. requests the Court to be pleased to decide the difference about loss of time, incurred costs, since arrest such as monthly wages and board, left to the decision of the Court by the appointed arbitrators. Deft. requests copy of the demand to answer thereunto by the next Court day. Deft's request is granted by the Court and it is ordered, that the pltf. shall enter his demand in writing. Pltf. after adjournment of the Court having delivered

in his demand to the Secretary, it was thereupon inscribed—Adriaen Blommaert being sued in this case by Francois Rombouts, requests copy, to answer thereunto by the next Court day; which is granted him.

Guert Coerten, pltf. v/s Harmen Smeeman and Jannetie Tomassen, defts. Defts. in default. Pltf. appears in Court: says he has summoned the defts. to testify to the truth touching the slanders, with which his wife is accused, requesting time until the next Court day, again to cause them to be summoned. The Hon^ble^ Beeckman says, they are mere frivolous exceptions: requests expedition, protesting for all costs, damages and interest. The request being heard by the Court, it is ordered that witnesses shall be heard before commissaries for expedition sake.

Aryaen Jansen, pltf. v/s Mary Joris, deft. Pltf. demands payment of fl. 16. for a journey to Fort Orange with deft's husband. Deft. offers to pay him for the journey, on condition that the pltf. pay her the freight for 5000 oysters taken at the same time. Pltf. says, he was promised to have the oysters conveyed up freight free. Deft. denies the same: says the contrary. The Court refer the difference between the parties to Claes Bordingh and Claes Tysen as arbitrators, in order, if possible, to reconcile parties or to report.

Jan Rutgersen, pltf. v/s Pieter Noorman, deft. Deft. in default.

Pieter Jansen Winckelhoeck, pltf. v/s Rich^d^ Bullock, deft. Pltf. demands payment of fl. 215. in merchantable pay according to bill of sale written in English dated 17 July 1655., which pay was due 25^th^ Dec^r^ of last year; and whereas the deft. has refused him merchantable pay, he requests that deft. be condemned to pay him now in tobacco or other wares at the current price. Deft. says, he offered the pltf. two months ago, payment in sugar, hogs and corn. Pltf. says, that the offered pay was greatly above the value, maintaining he is not bound to receive the same beyond its worth. Deft. also replies, he has neither groundbrief nor conveyance. Pltf. says, that neither has he any conveyance from the person, that he bought from, as he has not paid in full, but groundbrief and conveyance shall follow the payment. Parties being heard and the contract being seen, the deft. Rich^d^ Bullock, was condemned to pay the pltf., within three weeks from date and that in such goods or pay as Pieter Jansen Wit and Samuel Tomas (hereby requested thereto) shall consider to agree with the condition, on condition, that the pltf. shall then give proper conveyance.

Monday, 11th Decembr 1656. In the City Hall. Present Allard Anthony, Oloff Stevensen, Joh: Ptr Verbrugge, Jacob Strycker, Jan Vinje, Will: Beeckman, and Hendrick Kip.

Will: Beeckman, pltf. v/s Jacob van Couwenhoven, deft. Deft. in default.

Luycas Dircksen, pltf. v/s Ryntie the Mason, deft. Deft. in default.

Jan Symons, pltf. v/s Rendel Huwit, deft. And whereas deft. is sick he is excused from default and Daniel Litschoe as attorney for the pltf. is ordered to have him again summoned.

Geurt Coerten, pltf. v/s Harmen Smeeman, Jannetie Tomassen and Pieter, the Mason, defts. To testify to the truth relative to the slandering of Mde. Beeckman. Defts. appear each separately in Court, and have made their declarations, as more fully appears by the minutes of the Register, and offer to confirm by oath, if necessary their said declarations.

Will: Harck appears in Court stating, that he had been heretofore summoned before the Magistrates by Solomon La Chair on account of some cattle, which he has slaughtered, and whereas his circumstances do not admit of his being absent from his land on this matter, states the case, namely that he killed four cattle for Mr Thos Willet over at the Ferry, and he is ignorant, if he must pay excise for them. The Court decide, that he owes excise for them; he promises to pay the excise thereon, either himself or by Mr Willet; claims not to be subject to forfeiture.

Willm Harck requests further, as he must slaughter some hogs at his farm, and must supply himself with ammunition from what is ordered for excise, that he be excused from the excise and any prosecution; but whereas it is beyond the jurisdiction of this Bench, the petitioner is referred to the Honble Director General.

Whereas the Farmer of the Burghers excise has summoned some of the Court's Magistrates, who are brewers, the said Magistrates who are brewers, retire, and are called in by turns.

Paulus van der Beeck, pltf. v/s The Honble Olof Stevensen, deft. Pltf. says that the Honble Olof has refused to allow him to visit the brewers cellars, and that he said he should not allow him, pltf., to do it. Whereby he pltf. says, he has suffered great damage, as he should then have caught many brewers, requesting that deft. be condemned in the fine

of fl. 500. Declaring positively, that the deft. has smuggled. Deft. demands copy of the demand to answer thereunto. The Court allows the deft. copy of the demand to answer thereunto.

Paulus van der Beeck, pltf. v/s Jan Vinje, deft. Pltf. says that deft. has refused to commute, saying he has brewed only twice: and whereas he has smuggled two half barrels of small beer, requests a fine of fl. 200. Deft. demands copy of the claim to answer thereunto in writing, saying that he received half a barrel of beer from Beeckman 4 to 5 weeks ago, but from his own brewery, and that it was not smuggled. The Court allowed deft. copy of the demand to answer thereunto.

Paulus van der Beeck, pltf. v/s Pieter van Couwenhoven, deft. Pltf. says, that deft. brought from his brewhouse unto his dwelling house, last Saturday week, half a barrel of strong beer without an entry, demanding therefor a fine of fl. 200. saying positively that he has smuggled, and also that the deft. has refused to settle, according to the order of the Court, for the brewing and consumption since the 1st Novr. Deft. acknowledges, that he allowed the beer carriers to bring half a barrel of beer into his cellar, but is ignorant, that he was subject to excise ; but says he will pay the excise if the Court so decide. Maintains he is not bound to settle, and does not owe any excise from the 1st Novembr for where there is no law, there cannot be any infraction. The apostille (marginal note) granted by the Court on this subject on the 6th inst. being produced to pltf. to wit—that what had been done by the brewers previous to the order cannot be accounted smuggling ; he answers that he leaves all that at the discretion of the Court.

Paulus van der Beeck, pltf. v/s Will: Beeckman, deft. Pltf. says that deft. is not willing to settle, and that he has since consumed in his family two to three half barrels of beer; demanding a fine of fl. 400. saying positively that deft. has smuggled. Deft. answering says, he has offered the excise of what he has in this time consumed; protesting against the pltf. for having illegally summoned him, and fined him for not having brought a list of the quantity, he had, each time, brewed; and says, that the pltf. had finally allowed him ½ barrel of strong beer, free, for treating. The Court decided, that as the suits of the Farmer against the brewers are mostly similar, and some have demanded time to answer, that the decision shall be deferred until another meeting, to be then disposed of, and

to allow the decision to be approved by the Hon^ble^ General, before it be pronounced.

According to order of the 4 Dec^r^ last, Adriaen Blommaert answers in writing the demand of François Rombout in which he requests, so as not to delay the pltf. in the suit, that the Court may please to appoint impartial commissioners to decide, in the presence of one of the Bench, the points in dispute specifically, promising to pay the pltf. whatever shall be found fairly to belong to him. The Court having seen and examined the demand of the petitioner refer the difference of parties to the previously appointed arbitrators, namely, Sieurs Johan: Nefius and Cornelis Steenwyck, to reconcile if possible, in the presence of the Hon^ble^ Johan: Pt^r^ Verbrugge, President of the Schepens, the parties, after revision of the case, on all their differences; or otherwise to report thereon to the Bench.

Jan de Pree requests by petition, that Dirck Volkertsen be ordered to settle with him for the pain, surgeon's bill, and loss of time which he incurred from a stab in the side received from said Dirck. Whereupon is endorsed—The petitioner may summon his party at the next Court day, and then, if he thinks fit, institute his action.

Monday, 18^th^ Decemb^r^ 1656. In the City Hall. Present N de Silla, Allard Anthony, Olof Stevensen, Johan Pt^r^ Verbrugge, Jacob Strycker, Jan Vinje, Willem Beeckman, and Hendrick Kip.

Daniel Litschoe, pltf. v/s Rendel Huwit, deft. Pltf. as attorney for Jan Symonsen by procuration passed before Notary Klock, demands payment of deft., according to note dated 16 May 1654, of 105 deerskins and fl. 142. in beavers. The deft. answering says, that he has paid the pltf. on a/c £5. 14s. and then himself offered to Jan Symons some pay which he had, but that he would not have any thing else than beavers, which he has not at present. Requesting delay. Pltf. demands proof of payment made. Deft. undertakes to prove by next Court day that he hath paid thereon £5. 14s. And whereas it does not appear on the note, that any thing has been paid, deft. Rendel Huwit was ordered, pursuant to his offer, to prove by the next Court day what and how he has paid.

Luycas Dircksen, pltf. v/s Ryntie the Mason, deft. Anthony Back appears in Court for Luycas Dircksen with a power of attorney, as he is sick, demanding payment of fl. 170. for board and disbursements. Deft.

acknowledges the debt, explaining, that he cannot obtain payment from others. Parties being heard, deft. was condemned to pay pltf. within 3 weeks from date.

Sarah Pietersen, pltf. v/s Abram Roeloffsen, deft. Deft. in default.

Sara Pietersen, pltf. v/s Dirck Volckertsen, deft. Deft. in default.

Grietie Provoost, pltf. v/s Dirck Volckertsen, deft. Deft. in default.

Grietie Provoost, pltf. v/s Warnaer Wessels, deft. Both in default.

Hendrick d' Ruyter's wife, pltf. v/s Jan Carrebou, deft. Both in default.

Jan de Pree, pltf. v/s Dirck Volckertsen, deft. Deft. in default. Pltf. rendering his demand in writing requests, as before, that deft. be condemned to pay for loss of time, pain, and surgeons fees for the wound received from deft. The Hon^ble^ Schout d'Silla maintains that pltf. Jan Perie has no cause of action, as he began the quarrel, and wounded the deft. by sticking a knife in his body. And whereas the deft. is in default, the pltf. was ordered to summon him again, and then to prove his statement.

Caspar Stynmets, pltf. v/s Jan Hendrick, deft. Pltf. says, that his wife's brother served the deft. 9 months as a boy, and as the deft. treated the boy harshly and dismissed him, requests, that deft. be condemned to fit the boy out decently in clothes as he received him, so that he may engage with other persons; demanding a coat, breeches, two shirts, one pr. stockings, and 1 pair shoes, and reparation for having treated the boy so harshly. Deft. says the boy earned only whippings, but denies having ill treated him, and treated him only as his own child. Says he offered him a shirt and leather breeches, and cannot give him any more. Parties being heard, the deft. was by plurality of votes condemned to pay pltf. the sum of fl. 36. for the service of the boy and pltf's further claim, in place of the demanded clothes. And the boy was, further, released from the service, which the deft. might claim.

Roeloff Jansen, Butcher, pltf. v/s Dirck van Schelluyne, deft. Pltf. demands, by petition, that the deft. be condemned as attorney for Albert the Noorman of Fort Orange, to fulfill the contract made with him about the lease of the farm in Mespath, and indemnify him for the loss, which he already suffered and may still suffer. Deft. says, that pltf. ought to have instituted his action against the proprietor, when he was here in

person last May. Requesting delay until the spring when he shall write on the subject to his principal, and then provide therein, as he has no knowledge of the matter. Pltf. replying exhibits by two several statements of the Court Messenger, that the proprietor referred the fulfillment of the contract to the deft. Schelluyne; complaining that he cannot suffer any delay as he cannot keep dry in the house, nor preserve any thing, and is unable to buy stone for a chimney or plank and other materials, and is put off with promises. Deft. Schelluyne answering thereto, says he wishes much, that pltf. could be helped, but that it is now an inconvenient time to receive materials, and that he has nothing in hand from his principal to do it. The Court having examined the contract and having heard and investigated the complaint of the lessee and the deft's answer, order the attorney of the lessor, Albert the Noorman, to make the house tight according to contract without delay or in default thereof the pltf. as lessee was allowed to have it made so at the lessor's expense, according as his circumstances permit, saving his action for his further claim and non fulfillment of the contract.

Pieter Kock, pltf. v. s Johan. Gillisen Verbrugge, Joh: d'Peyster, Cornelis Steenwyck and Pieter Stoutenborgh, defts. Pltf. says, that defts. beat and their dogs had bit one of his sheep, so that it is almost dead. Requests that the dog shall be killed, and that he receive restitution or indemnity for his sheep. Joh: G. Verbrugge acknowledges, that his dog was there and ran after, but did not bite. Joh. d'Peyster and Cornelis Steenwyck declare, that they saw two dogs, one of Pieter van Couwenhoven and one of Joh. Gillis Verbrugge chase the sheep, but did not see them bite; but that Pieter Wolfertsen's dog then, indeed, came back licking his chops, but that Pieter Couwenhoven himself was not there, which he spontaneously affirms and says, he took up the sheep. Jan Gillisen coming forward says, that his dog chased among the sheep with the other dogs, and if his dog attacked any sheep he will pay for the sheep in question. The Court postponed the matter in dispute until the next Court day then to hear Pieter Wolfertsen and Jan Gillisen together thereupon and finally to dispose of it.

The Hon^ble^ Schout d'Silla, pltf. v. s Geurt Coerten and his wife, defts. Defts. being asked, if they had any further proofs, answer no other than those exhibited. They maintain that Aert Willemsen and his wife ought

to declare under oath, that they had not uttered such words. Say, they call God to witness, that they are innocent of slander, and know nothing more than hearsay. Thereupon the Hon^ble^ Schout's written demand being read, which concludes that the defts. be banished, and in addition to acknowledging their fault, shall be condemned in a fine of fl. 1000. On which demand was endorsed—It is ordered by the Court, that copy hereof shall be handed to the parties to answer thereunto in writing within twice 24 hours, and to produce every thing, that may serve to their defence, when final disposition shall be made.

Nicolaes d'Meyer and Wolfert Gerritsen attorney for his son Jan, appear in Court requesting, inasmuch as Secretray Kip refuses to draw out the conveyance of the lot sold by Jacob van Couwenhoven to the abovementioned d'Meyer because the lot and house are both hypothecated for the sum of fl. 3516., that such order shall be given to the Secretary, as part has already been paid on the mortgage and the remainder shall be discharged from the payment due. The Court having seen the deed of sale and the declaration of the Honble Allard as to what has already been part paid, order the secretary to draw up the conveyance of the lot, and decide that a mortgage cannot debar the execution of a conveyance, but only purports that the seller and conveyor must free and indemnify to the buyer, the ground and buildings.

The Hon^ble^ Olof Stevensen answers in writing the demand of the Farmer of the Burgher excise; maintaining thereby, that the Farmer has no cause of action, concluding that he be condemned for his improper conduct, in a reasonable fine in behalf of the Poor and be reprimanded. Whereupon was endorsed—The Court orders, that copy hereof be granted to the Farmer to answer thereunto within twice 24 hours, when the principal question shall be disposed of.

Whereas Jan Vinje excuses himself for not having his answer to the Farmer, M^r^ Paulus', demand ready, the Court ordered him to deliver in his answer by next Wednesday then to finally dispose of the case.

Wednesday, 20 Decemb^r^ 1656. In the City Hall. Present Nicasius d'Silla, Allard Anthony, Olof Stevensen, Joh: Verbrugge, Jacob Strycker, Jan Vinje, Will: Beeckman, and Hendrick Kip.

Geurt Coerten and his wife appear in Court, delivering according to

order a written answer to the suit of the Hon^ble^ Schout d'Silla, in which they excuse themselves for the slander to the prejudice of Steenwyck and Mde Beeckman, saying they heard it from the mouth of Aert Willemsen, requesting that they be allowed to examine the said Aert Willemsen on interrogatories, which they maintain cannot by law be refused them in order to discover the first promulgators and calumniators, but acknowledge their fault so far as they have offended the said Steenwyck and Mde Beeckman by propagating the report; requesting mitigation and a gracious sentence, as more fully appears by the written answer. Which answer having been read, the Hon^ble^ Schout d'Silla replies:—that he consents to the request of Geurt Coerten, providing he enters bail for the judgment, but leaves that to the discretion of the Court. The Court considering the Hon^ble^ Officer's offer and that the deft. Geurt Coerten has sufficient property for the security of the demand, consent that he, Geurt Coerten, may take further information and to have Aert Willemsen and wife and whomsoever they may deem necessary heard and examined on interrogatories.

Jan Vinje and Will^m^ Beeckman answer in writing the demand of the Farmer of the Burgher excise, concluding that the pltf. shall prove, they have smuggled, or be otherwise condemned in a fine and apology, as more fully appears by the answer. Whereupon was annotated: The Court order, that copy hereof be granted to the Farmer thereunto to answer within twice 24 hours.

The Farmer delivers in his reply to the answer of the Honble Olof Stevensen, in which he persists in his previous demand. Which was postponed to the next Court day.

Whereas difficulty is created, as to whether judgment can be pronounced by the Court against Geurt Coerten, the Instruction is therefore examined and it being found that it is far too limited, it is resolved to present the following petition to the Hon^ble^ Director General and Council and to demand amplification.

On the request of Sieur Govert Loockermans presented to the Court of Burgomasters and Schepens, relative to the sheet piling along the East River, from before the City Hall to the City Gate,* not being proceeded with according to order, the Court Messenger was ordered to notify the

* *I. e.* along the Southside of Pearl Str. from Coenties Slip to Wall Str.—B. F.

occupants or proprietors of the lots there situate, that each shall have to construct the sheet piling in front of his lot, and properly finish the same without longer delay, or that it shall be done at their expence according to previous order. Let every one be warned and on their guard against the penalty already enacted in the premises. Done as above in Court.

To the Right Hon^ble^ Lords the Lords Direct^r^ General and Council of New Netherland.

The Schout Burgomasters and Schepens of this City of Amsterdam in N. Netherland, finding themselves seriously limited by the Instruction given to them, in the prosecution and punishment of criminal matters, which happen to be brought before our Court, and that other Courts of Justice within your Honours' Province have herein larger privileges than this, Therefore request, that Your Honours would be pleased to favor this City in so far, that the Schout, Burgomasters and Schepens may judge and execute sentence in all criminal matters, capital cases excepted. Awaiting your Honours disposition hereupon, we remain Your Honours' Subjects, The Schout, Burgomasters and Schepens of the City Amsterdam in N. Netherland.

Allard Anthony,
Olof Stevensen,
Jacob Strycker,
J. Vinje,
Will Beeckman,
Hendrick Kip.

Done this 20^th^ Decemb^r^ 1656. at Amsterdam in N. Netherland.

MARGINAL DECISION.

Director General and Council of N. Netherland in amplification of the Instruction given and granted to the Schout, Burgomasters and Schepens of the City of Amsterdam in N. Netherland, allow and authorize the aforesaid Court to judge all injuries and criminal delicts of a minor degree to branding and incarcerating, unless the prisoner appeal therefrom, which he shall be bound to do within the term of four and twenty hours after the sentence is pronounced. And in case the rendered judgment of the aforesaid Court be confirmed by the Director General and Council, or any part thereof changed, after revision of the trial, the exe-

cution of the punishment of the prisoner shall be left to the Schout, Burgomasters and Schepens. Thus done, granted and amplified at the Meeting the Hon^ble^ Director General and Council holden in Fort Amsterdam in N. Netherland the 21^st^ December 1656. Was subscribed

P. Stuyvesant.

Under Stood: By order of the Director General and Council of N. Netherland. Signed C. V. Ruyven, Secretary.

On the 22^d^ Decemb^r^ 1656. In the City Hall, at Amsterdam. Present, Nicasius de Silla, Allard Anthony, Joh: Pt^r^ Verbrugge, and Jacob Strycker.

M^r^ Paulus van der Beeck as Farmer of the Burgher excise delivers in to Court his reply to the answer of the Hon^blen^ Beeckman and Jan Vinge. The question between the Farmer and brewers being therefore examined and considered the following opinions were given:—

The opinion of the Hon^ble^ N: de Silla being asked,

Whereas the farming was resolved upon in full Court with the unanimous vote, that none should be excepted, and Olof Stevensen was at that time presiding Burgomaster, I, therefore, vote for half the Farmers demand and fl. 100 fine for his refusing etc. and that the other brewers, besides the two who have agreed, shall each pay 25 guilders duty on their smuggled beer.

The opinion of the Hon^ble^ Allard Anthony,

Having seen and heard the Farmer's demand against the Hon^ble^ Van Cortlandt for refusing to pay the beer excise and to allow his brewery to be inspected, especially as he himself was conscious, that he owed the excise, I, therefore, vote that the Hon^ble^ Van Cortlandt shall be condemned in the sum of 125 guilders, which sum of 125 gl. shall indemnify the Farmer for his tax; and that he shall pay the sum of eight guilders to the Farmer for the excise of his beer and brewing from the 1^st^ 9ber to the 6^th^ Xber.

The Opinion of the Hon^ble^ Joh: Pt^r^ Verbrugge,

To obviate any further dispute on the subject of the brewers and the Farmer, as there are faults on both sides, which cannot now be helped without blaming the Court as we ought to have given them good regulations, whereby they could have governed themselves, it is, there-

fore, best in my opinion, that we order, how much each brewer shall pay who have failed to enter their own beer.

The Opinion of the Hon^ble^ Jacob Strycker,

That Olof Stevensen shall pay to the City a fine of 50 guilders, which shall be remitted to the Farmer in the tax on behalf of the City. Further, that the other brewers shall be holden to pay according to the length of time.

Votes:—250 350
100 125
8
50

Besides the other brewers.

There being no uniformity in the foregoing opinions, whereby a decision can be arrived at, and none of the Magistrates being willing to alter his vote, the Hon^ble^ N. de Silla decides, that the Hon^ble^ Allard as President has, according to custom another, that is a double, vote, and that he thereore may vote again; which doing the Hon^ble^ Allard doubled his vote and therefore it was decided by the Hon^bles^ Silla and Allard, that the plurality of votes is—that the Hon^ble^ Olof shall be condemned in a fine of fl. 125. and fl. 8 for his consumption and brewing.

In the case against Jan Vinge, Beeckman and Couwenhoven they are agreed and rendered the following judgment:—Whereas suit is instituted by Paulus van der Beeck, Farmer of the Burgher excise, against Will: Beeckman, Jan Vinge and Pieter van Couwenhoven, brewers, because the said brewers have paid no Burgher excise from 1^st^ Nov. to the 6^th^ Dec. following, though they brewed in the meanwhile and consumed beer, for which they owe, like others, the Burgher excise, Therefore the Schout, Burgomasters and Schepens, (not being brewers) having heard and examined the demand and answer of parties, both written and verbal, do decide, that said brewers have refused to settle with the Farmer for what they brewed and consumed within the aforesaid time (according to order of the Court aforesaid,), whereon they like others owe the Burgher excise and cannot plead any ignorance, since some of themselves gave their votes for the farming; yet they cannot, nevertheless, be accused of any smuggling as the order on this subject was first strictly made on the 6^th^ Dec^r^ last. In order to maintain, hereafter, the Farmer in his right, they con-

demn the said brewers, by plurality of votes, as they have refused to settle, to pay to the Farmer, for their brewing and consumption within the said time, namely Will: Beeckman eight guilders, Jan Vinge, four guilders and Pieter Van Couwenhoven eight guilders and parties' further claims and pretences were, on both sides, dismissed and each condemned to pay his own costs. Done this 22nd Decemb. 1656. In the City Hall at Amsterdam in New Netherland.

In drafting the judgment against the Hon^ble^ Olof Stevensen from the several opinions, the Secretary found and examined the petition presented by the Schout, Burgomasters and aforesaid Schepens on the subject to the Honble General, wherein the said Magistrates decide, the Hon^ble^ Olof owes no fine; the same is communicated to the aforementioned Magistrates, and whereas they do not agree in opinion, they conclude to go in a body to the Hon^ble^ General with all the papers to hear his advice thereupon, and follow his conclusion. Done the 23. decemb^r^ 1656.

On the 28th Decemb^r^ 1656 was delivered to the Burgomasters and Schepens enclosed in a letter from the Hon^ble^ Director General and Council, the renewal of the former prohibition against any person shooting or drumming etc. on New Year's day, or planting Maypoles on May day; which according to custom is published from the City Hall of this City on the 28th December aforesaid.

Monday, 8th Jan^y^ 1657. In the City Hall. Present Nicasius de Silla, Allard Anthony, Olof Stevensen, Joh: Verbrugge, Jacob Strycker, Jan Vinge, Will: Beeckman, and Hendrick Kip.

Capt. Johan Strenger, pltf. v/s Joost Carelsen, deft., says, that he has settled with deft. and that deft. owes him a balance of fl. 15: 2., which he was to pay to Joseph de Koster and says that deft. told de Koster, two days after, that he should not pay him, which he hearing, he went thereupon to the deft. and asked him wherefore he had done so, when the deft. gravely slandered him, as a knave and a villain etc. Demands justice. The deft. says that something was forgotten in the settlement of a/c. and that the pltf. still owes him 124 lbs. of tobacco; denying the slander, saying that on the contrary the pltf. insulted and struck him. Parties being heard the Court referred the difference of parties a/cs to C. van Brugge and Capt Jan Jacobsen, who have some knowledge of the

case, to revise the a/cs. and if possible to reconcile parties relative to their differences or to report to the Bench. As regards the slander the pltf. must prove it, as the deft. denies the same.

Hon^ble^ Schout N. de Silla, pltf. v/s Jan de Perie, deft. Pltf. says that deft., having been called into the office of Notary de Vos, to testify to the truth, there raised an argument and repeatedly struck one Hendrick the Drummer, and that they were at such handigrips, that it was necessary to separate them, according to the declaration therein; concluding that the deft. shall be punished according to the custom of Amsterdam, to wit:—that his right hand shall be cut off, or that he shall be condemned in such fine as the Court shall deem proper. Deft. acknowledges, that he struck the Drummer, but that it was not in a Notary's office; saying that he was very drunk. The Court having heard the evidence produced by pltf., and having examined their declaration made in Court in the presence of the parties, besides the demand and answer on both sides have condemned deft. for his committed offence, as they hereby do, in the fine and penalty of forty eight guilders to be applied ½d to the prosecutor, ½d to the City and ½d to the Poor. Thus done and adjudged this 8^th^ January 1657., in Court at the City Hall.

Hon^ble^ Schout N. de Silla, pltf. v/s Joost Teunissen, Baker, deft. Pltf. says, that deft's bread, both white and brown is found lighter than laid down in the Placard according to the specification thereof. Requesting that he be consequently condemned in such penalty as the Placard prescribes. Deft. maintains, that his bread is of weight; saying that it is an error of his weight, for his pound is half an ounce lighter than the prosecutors; complains that he can give nothing for the established price and weight; saying that the Hon^ble^ Company's loaf of 7 lbs. is fixed at 12 stiv: on a/c.

Hon^ble^ d'Silla, pltf. v/s Hendrick Willemsen, Baker, deft. Deft. in default.

Hon^ble^ d'Silla, pltf. v/s Andries de Haes, deft. Pltf. says that deft's coarse loaf is found 3 ounces too light. Requests judgment according to placard. Deft. says, that if he be fined according to the laws of Holland he is unable to pay the fine fixed therein. The Court postponed the matter in dispute between the Hon^ble^ Silla and the Bakers.

Jan de Perie, pltf. v/s Dirck de Noorman, deft. Pltf. exhibits,

pursuant to the order of 18th Decembr last, two seperate declarations, one of Jan Fredericksen and one of Paulus Heymans, by which it appears, that Dirck de Noorman attacked him the pltf. and chased him from the Strand to the Clapboards, as is more fully detailed in the certificates rendered before Notary de Vos. Requesting, as before, that deft. be, therefore, condemned in the time lost by him and Surgeon's fees. Deft. says, that he was not the first to draw his knife, but that the pltf. had forced him to it, he having first struck him on his shoulder with a knife, which he also broke having struck his truss, and he afterwards tried to kill him with a naked dagger. The Court ordered the deft. to prove his statement by the next Court day, when further disposition shall be made.

Margritta Gellissen, widow of David Provoost, decd, pltf. v/s Warnaer Wessells, deft. Pltf. requests in writing, whereas the deft. agreed with her decd husband, that he should pay fl. 100. for the excise of wine and beer, which she should tap in one year in Long Island, and which she made good to the deft. by a/c. and whereas they were driven off by the trouble with the Indians and had tapped only three quarters of a year, and had drawn in that time not as much wine or beer as the year's excise amounted to, that deft. be condemned to return to her, according to the promise made to her decd husband, the fl. 25. which he had over and above received, the rather as the others who had agreed, did not, according to *Acte*, pay more than three quarters of a year. Deft. acknowledges to have promised the pltf's decd husband to deduct ¼ of a year, if the Honble Director General and Council would make an abatement in his promised rent, and should their Honours make a deduction according to the petition which he has presented and to which he has as yet received no answer, he promises to make her also restitution; maintaining that he is not bound to deduct if he obtain no deduction or abatement; acknowledging truly that others had not paid more than for ¼ of a year, inasmuch as he could not get any more. Whereupon were delivered the following opinions:—The Honble Olof decides, that the deft. shall return the fl. 25. to the pltf. and should the others pay in full, then the pltf. shall reimburse. The Honble Verbrugge decides, if it be true, that an abatement was made to others, that restitution must be also made to the pltf. The other Magistrates concur in the opinion of the Honble Verbrugge in this wise;—if the Honble Company makes an abatement to the deft. and

accords a deduction from the excise, he shall then make restitution to the pltf. in proportion to the others.

Sarah Pietersen, widow of Schepmoes, dec^{d} pltf. v/s Dirck de Noorman, deft. Will: Koeck, the pltf's husband appears in Court, the pltf. being sick, exhibiting the a/c book whereby fl. 22. 16 are owing to the pltf. Deft. answering says, he has an offset a/c against it. Therefore parties are referred to Claes Bordingh and Juryaen Blanck to settle the parties a/cs and if possible to reconcile them, otherwise to report to the Court.

Sara Pietersen aforesaid, pltf. v/s Abram Roeloffsen, deft. Deft's 2^{d} default. And whereas deft. is one of the Companys servants, the Hon Silla^{ble} insists, that he is not amenable, to the Burgomasters and Schepens; the pltf. was therefore informed to summon him for her debt.

Pieter Kock, pltf. v/s Jan Gillisen Verbrugge and Pieter van Couwenhoven, defts. Deft. Jan Gillisen Verbrugge in default. For the biting to death of pltf's sheep by the defts' dogs. Demands payment for the sheep with costs. Deft. Couwenhoven appears; demands proof, that his dog has bitten the sheep in question. Whereupon the declaration made on the last Courtday being examined, the deft. answers, he knows nothing of it, as he was not present, and says that Tomas Hall's negro states, that it was done by the red dog. The Court order, that parties shall appear with Joh: Verbrugge and witnesses together on the next Courtday, then to be finally disposed of.

Pieter van Couwenhoven, pltf. v/s Carsten Jansen, deft. Pltf. demands payment of 101 lbs. of tobacco, which had been delivered to him, deft. in excess, by Tomas Hall, according to letters sent to him, pltf. Deft. does not deny the debt, but says he must have thereupon from Tomas Hall fl. 19. for freight and fl. 3. 10. for labour; maintains to be able to offset that. Pltf. demands delivery of the tobacco, and if deft. has proof of his claim, he will deduct it. Deft. says, that his papers in proof are in Virginia; requesting delay until Tomas Hall arrive. The Court decide and order that the differences of parties shall remain open until Tomas Halls arrival.

Matewis de Vos as att'y for F: Fyn, pltf. v/s Lourens Duyts and Adam Dircksen van Culen, defts. Defts. in default. Pltff. appears in Court exhibiting a certain lease between the said Fyn and Lourens Duyts.

and Adam Dircksen van Ceulen; complaining that the defts. as lessees alienated certain goods contrary to contract, and therefore hath issued arrest; requesting that the arrest be declared valid and that he be authorized to take the goods in security of the payment of claim for rent. The Court decided the pltf. shall prove, that the defts. or lessees have sold or alienated the crops. Meanwhile, Burgomasters and Schepens order, that the lessees shall not sell or alienate any crops before and until they pay the lessor according to contract.

Pieter Cornelis van der Veen, pltf. v/s Jan Jansen vander Ham, deft. Pltf. demands payment of fl. 21: 2. from the year 1651. Deft. acknowledges the debt to within fl. 4. which the pltf. admits, so that only fl. 17. 2 remain, requesting time to the spring, with offer of interest. Parties being heard, the deft. was condemned to pay the pltf. within 3 weeks from date without longer delay on pain of execution.

Cornelis van Langevelt, pltf. v/s Hendrick Gillisen Wageman, deft. In case of arrest. Pltf. requesting payment of fl. 26. which are due him by deft. according to decision of arbitrators appointed by the Court. Deft. says, as before, that he owes only fl. 6. Refuses to pay more. The Court having seen and examined the records of the previous suit, where parties on both sides offered to swear, together with the decision of the arbitrators in which they find that parties have submitted their differences to the arbitrators, therefore condemn the deft. Hendrick Gillisen Wageman to pay the fl. 26. within 8 days from date according to the decision of the arbitrators. Meanwhile the arrest was declared valid.

Caspar Stynmets, pltf. v/s Jan Hendricksen, deft. Deft. in default. Pltf. appears in Court exhibiting the judgment dated the 18th Decr last obtained against the deft. and the reports of the Court Messenger, that he will pay in three months. Requests that he be condemned to pay without delay. Whereupon was noted: The Court having seen the report of the Court Messenger, considering deft's circumstances, and that it is winter, condemn him to pay between this and the 15th Feb: next without further delay.

Caspar Stynmets, pltf. v/s Lodewyck Pos, deft. Deft. in default. Pltf. exhibits certain judgment dated first Decr 1653, obtained against the deft. requesting that deft. be constrained to the fulfillment thereof with costs inasmuch as, according to written report he cannot receive payment.

Whereupon was noted—At the request of the pltf. Caspar Stynmets the Bailiff is authorized to put the aforesaid judgment into execution with costs.

Solomon La Chair, pltf. v/s Jan Laurence, deft. Pltf. as Farmer of the excise on slaughtered cattle of this City rendering his demand in writing against the deft. for having smuggled some pork and meat, concluding, that deft. be condemned, according to placard in the fine of fl. 795 with costs. Which being read, the deft. answers, that he did not understand it. Therefore it is endorsed:—Ordered by the Court, inasmuch as the deft. Jan Laurence objects that he does not understand Dutch, that copy of the demand shall be placed in his hands to answer thereunto in writing by the next Court day.

Jan Rutgersen, pltf. v/s Capt. Pos, deft. In case of arrest. Deft. in default. And whereas information is given that deft. is within this City, the said arrest is declared valid.

Columbie ——— pltf. v/s Jan Rutgersen, deft. Pltf. in default. The Hon^ble^ Schout as guardian of the pltf., Columbie, says that deft. caused Jacob Haey's Negroes in the service of the aforesaid Colombie to cut firewood and hauled the same secretly away, whereby he deft. stole the labor due by the Negroes to their Masters, in support of which pltf. exhibits two seperate declarations. Requesting that deft. be punished as a receiver of stolen goods. Deft. acknowledges, that he hauled 90 ps. of firewood from Jacob Hays' land and received them from the Negroes; but that he hauled and loaded the wood openly in presence of Columbie himself: says he has retained the money or payment therefor as yet in order to know to whom it shall be paid. The Court postponed the matter in dispute until the arrival of the aforesaid Colombie to be heard thereupon.

Geurt Coerten, pltf. v/s Aert Willemsen and wife, defts. Defts. in default. Pltf. requests in writing, that the Court will be pleased to constrain the abovenamed Aert Willemsen and his wife to confirm by oath their rendered declaration or to acknowledge, what they said; which he declares cannot be legally refused him. The Court Messenger being heard stated, that when he served the summons, Aert Willemsen's wife only was at home, and that she answered, she would not appear. The Court Messenger was, therefore, ordered to summon the said Aert Wil-

lemsen and wife in the name of the Schout, Burgomasters and Schepens against the next Court day.

Warnaer Wessels requests by petition, that he be granted the office of guager and assizer of barrels within this City. Pieter Schabanck also requests the office of assizer with the recommendation of divers persons to the same office, as appears more fully by the petition. And whereas it is deemed highly necessary, that order be observed in the assizing of barrels, cans, ells, skepels and weights, it is resolved to revise and perfect immediately what was formerly begun in this matter.

The Hon^ble^ Nicasius [de Silla] communicates to the Court of Burgomasters and Schepens, that the Hon^ble^ Director General and Council intend to publish a certain Ordinance relative to the zeewan and that by a certain measure; Requesting in the name of the Director General and Council, that the Burgomasters and Schepens shall be pleased to give their advice and opinions thereupon, and whereas the same is a matter of great importance and concerns the public, the Burgomasters and Schepens deem it advisable to invite some of the principal Burghers and traders to the City Hall to aid in advising with them, in the form of a Common Council, on the subject for the public good, whereunto was appointed the afternoon and in the meanwhile to go to the Hon^ble^ General to know precisely what he will ordain.

Monday afternoon 8^th^ Jan^y^ 1657. In the City Hall; Present the Hon^ble^ General Stuyvesant, the Hon^ble^ de Silla, the Magistrates Allard Anthony, Olof Stevensen, Joh: Verbrugge, Jacob Strycker, Jan Vinge, Will: Beeckman, and Hendrick Kip.

Invited by the Burgomasters and Schepens after having communicated with the Hon^ble^ General—Cornelis Steenwyck, Govert Loockermans, Joost Teunissen, Baker; Coenraet Ten Eyck, Isaack d' Foreest, Daniel Litschoe, and Abram La Nooy.

When the abovenamed were with the others together in the ordinary Council Chamber of the City Hall, the Hon^ble^ General submitted certain oral propositions relative to the decline of the zeewan and the causes thereof.

Whereas divers deliberations were had on the subject in the Supreme Council at various times about six months or longer ago, and it was finally

resolved to fix the zeewan at a certain rate whereof his Hon^r^ submitted a sample, which should be about eight zeewans for one stiver, he requests the Burgomasters and Schepens and the abovenamed, invited from among the Commonalty to give reason why it should not be so rated (as his Honour understands that it caused some difficulty) or if possible to propose and to aid in devising, a better expedient, inasmuch as it is the intention of the Director General and Council to render the zeewan as current as beavers or other pay, because the Commonalty can obtain necessaries for that, and to obviate the severe scarcity which now causes a difference fully of 30 per cent in all payments in zeewan.

Whereupon the invited were requested to retire to confer thereupon together. On returning, they declare, that they defer to the Hon^ble^ Burgomasters and Schepens in order that such disposition may, after mature deliberation, be taken by them, as Fathers and Protectors of the Commonalty, as they shall deem expedient. They say, as no zeewan is to be expected immediately, that they should wish much, the rating may be postponed for 6 @ 8 weeks or longer until the trade comes and every one can get rid of what zeewan he has. Maintaining that changing the rate of the zeewan will not make any thing cheaper nor afford any person better accommodation, but create considerable confusion. The Indians, who will know it immediately, will charge more for every thing and will enrich themselves, and consequently can never be brought to the previous rate, of which there are examples.

And whereas various debates arose thereupon, those invited from the Commonalty finally withdrew, referring every thing to their Superiors and the Burgomasters and Schepens to dispose thereof as they should deem best for the public.

After divers debates in Court between the Hon^ble^ General, the Hon^ble^ Silla, and Burgomasters and Schepens, it was determined to postpone the rating of the zeewan to a better and fitter opportunity, and to let it go at the same rate as it has done to the present time; and it was thought necessary to make a difference by Ordinance in the payment of zeewan, silver, beavers or tobacco as already exists among all as well in trade as in labor, and to fix the price accordingly of beer, wine, bread, and other daily necessaries, each different according to the pay. Further, at the aforesaid Meeting of the Director General, the Hon^ble^ Silla, and Burgomasters

and Schepens divers matters were proposed and decided to be taken into deliberation, and with this view a memorandum was made by the Honble Silla; as

Of the law of citizenship (*Burger recht.*)

Of keeping open store and selling by retail practised to the present time both by Jews and all foreigners.

The resolution formerly adopted relative to the stamping of barrels, cans, ells, weights and skepels being reconsidered, it is resolved to put the same into effect and to stamp accordingly the barrels—

That for the stamping of each tun or half barrel shall be paid..... six stivers;

For a quarter..... three stivers

and to nominate for this purpose two guagers or assizers, for the Hon^ble^ General to elect one therefrom, who shall enjoy the half the stamping as proposed, for his salary, and keep an a/c and particulars of the other half for the benefit of the City. As regards the stamping of the cans, ells, weights and skepels, it was decided that it should be according to previous specification.

Whereas it was concluded to appoint a Guager and Assizer, the question was therefore put—whom to appoint thereto—and the following votes were accordingly given:—

The Hon^ble^	d'Silla nominates.....	Warnaer Wessels
"	Allard.....	Warnaer Wessels
"	Oloff	Warnaer Wessels
"	Verbrugge.....	Warnaer Wessels
"	Strycker...	Jan de Cooper
"	Vinge.....	Jan the Cooper
"	Beeckman.....	Jan the Cooper
"	Kip.....	Warnaer Wessels

Whereas the majority of votes is, that Warnaer Wessels should have the Office of Guager and Assizer, the Honble General being present, the aforesaid Wessels was therefore approved for the aforesaid office, and it was consequently resolved to confirm him therein forthwith.

Now, whereas the stamping of barrels and the stamping of ells, weights, skepels and cans are different, the question was put whether the same shall go with the rest or be separate,

The Hon^ble^ Allard votes that it shall go together
" " Oloff " Item.
" " Silla " Item.

The remaining Magistrates, being Schepens, vote that the stamping and guaging of the barrels shall be for Warnaer Wessels and the stamping of the ells, weights and skepels shall be done by the Court Mesenger at the City Hall in the presence of two of the Court.

Finally it is resolved to summon all the tapsters in this City for tomorrow to the City Hall, to hear that they shall take out a licence every quarter and pay therefor, each time fl. 6. according to the placard of the Hon^ble^ Director General and Council.

Tuesday, 9^th^ Jan^y^ 1657. In the City Hall. Present N: de Silla, Allard Anthony, Jacob Strycker, Jan Vinge, Will^m^ Beeckman, and Hendrick Kip.

Whereas Waernaer Wessels was yesterday appointed Guager and Assizer of the barrels, he being therefore sent for to Court took at the hands of the Hon^ble^ Schout d'Silla the proper oath of fidelity in the office of Guager and Assize Master and was accordingly confirmed in the aforesaid office, and he is promised that proper acte thereof shall be granted him and instruction whereby to regulate himself.

The Hon^ble^ Olof. present.

Whereas it was yesterday resolved and determined to summon all the tapsters within this City to the City Hall, there therefore appear

Michel Jansen,	Daniel Litschoe,	Abram La Nooy,
Jan d'Young,	Jan Peeck,	Lourens Cornelissen,
Solomon La Chair,	Hend'k d'Ruyter,	Luycas Dircksen,
Jan Rutgersen,	Jan Perie,	Willem Pietersen,
Joris Woolsey,	Mary Polet,	Corsen Tryn,
Madaleen Vincent,	Rendel Huwit,	Jan Damen,
Leuntie Pietersen,	Cornelis Langevelthuysen and Warnaer Wessels for his Mother, Sara Schepmoes.	

To whom being read in a body the Ordinance drawn up by the Director General and Council relative to the tapsters, the above named tapsters were granted time to retire and to confer together thereupon. A short time after, they request to come in having appointed Lourens Cornelissen,

Thursday, 11 Jan'y 1657. In the City Hall. Present Allard Anthony, Jacob Strycker, Jan Vinge, Will: Beeckman, and Hend'k Kip.

The President communicated to the Court, that Dan^{l} Litschoe, Michel Jansen, Jan Peeck, Abram La Nooy, and Willem Pietersen, have been with him as a committee from the tapsters, and request an abatement in the six guilders per quarter imposed on each tapster, since only three guilders are paid in *Patria* which they also are willing to pay. 2ndly. that the halfgallon of beer may be fixed at twelve or thirteen stivers. 3rdly. If this should not be done, that there be delay until next Monday, so as to request something thereon. The verbal request of the committee from some tapsters made this day to the President of the Burgomasters and Schepens being considered, the Court decide that the Ordinance of the 9th Jan^{y} inst. enacted regarding the tapsters shall be fully enforced, as many have already paid. Meanwhile if any tapsters have any thing material to ask, they may bring the same in next Monday. Done as above at the Court aforesaid.

Saturday, 13. January 1657. In the City Hall. Present N. de Silla, Allard Anthony, Jacob Strycker, Will: Beeckman, and Hendrick Kip.

Resumed the order agreed upon relative to the stamping of barrels, cans, ells, weights and skepels. And whereas the same is approved by the Hon^{ble} General, it is, therefore, this day published from the City Hall, as follows:—

Whereas is has been considered highly necessary by the Schout, Burgomasters and Schepens of the City of Amsterdam in N. Netherland, that conformably to the laudable custom of Our Fatherland, orders be given for the stamping of the barrels, and cans, weights, ells and skepels, in order to prevent all disputes and differences arising therefrom, and especially that everyone should experience equal justice; Therefore their Worships, for the promotion thereof, have appointed and accepted, as Guager and Assizer of this City, Warnaer Wessels, inhabitant of this City, who shall guage and stamp, according to the measure and custom of Old Amsterdam, at the request of the receiver or deliverer thereof, all barrels, whether beer barrels, half barrels, quarters or other casks made or used here in this City and delivered from one to the other, whether to tapsters, burghers, or strangers; for which guaging and stamping shall be paid, by

those demanding the same, to the above named appointed Guager and Assizer to wit—

For each barrel or half barrel..... six stivers
For each quarter, or anchor..... three stivers

Other casks being only guaged according to instructions given to him; And so that no difference may hereafter arise hereupon, all persons are hereby expressly forbidden henceforward to deliver any barrels, half barrels, or quarters, either to any tapsters, burghers or strangers unless the same be guaged, under a penalty of five and twenty guilders to be applied according to circumstances.

Concerning the weights, ell, skepels, and cans which are used here in the jurisdiction of this City as well in receiving as delivering both by the one and by the other, they find that many frauds and abuses occur therein, to prevent which for the future, their W. abovenamed do, therefore, in like manner Ordain and Command, that no person shall henceforth, of what state, quality or Nation he may be, presume to make use of, in or within the jurisdiction of this City of Amsterdam, any other ell, weight or measure than that used within the laudable commercial City of Amsterdam in Netherland; and in order that the same be observed and performed, all those, who sell within the jurisdiction of this City of Amsterdam any wares by the ell, weight, skepel or can, are ordered to appear in the City Hall of this City each with his ell, weight, skepel and cans, which he uses in receipt or delivery, and that once a year, towit— on the 25th this month of January, (or if, in the meantime, he will have any thing stamped, to acquaint the Court Messenger) to be there stamped in the presence of two of the Court; for which stamping shall be paid for the benefit of this City, to wit

For the skepel..... fifteen stivers.
For each ell ..... twenty stivers.
For each can whether small or large ... six stivers.
For weights of 1 to 10 lbs ..... three stivers
10 to 20 lbs..... five stivers.
20 to 50 lbs..... eight stivers
above 50 lbs..... ten stivers.

and if any shall be found after the expiration of said time to use in the matter of receipt and delivery any unstamped ells, weights, skepel or pots

he shall be fined for the first offense ten guilders; for the second offence, twenty guilders and for the third time double as much to be applied as may be thought proper, over and above privation of his trade.

And in order that this Ordinance and by law be the better observed and respected, the Hon^ble^ Schout is charged and authorized to pay strict attention thereto, and to inspect all around whenever he shall feel inclined, and to enforce this after publication. Thus done, enacted and after resumption published from the City Hall of this City of Amsterdam in N. Netherland this 13. Jan'y 1657. Allard Anthony,
Jacob Strycker.

On the petition delivered to the Burgomasters and Schepens on the 15 January, signed by some tavernkeepers of this City, as Daniel Litschoe, Jan Peeck, Egbert van Borsum, Abram La Nooy, Willem Pietersen, and Michel Jansen to the effect, that the tax of 6 gl. per quarter imposed on each tapster may cease or be rendered tolerable; and that they be allowed to sell their beer at thirteen stivers the halfgallon—is noted in the margin. Burgomasters and Schepens persist in their adopted resolution and order of the 9^th^ and 11^th^ January last, and decide that the same shall take its full effect.

Wednesday, the 17^th^ January 1657. In the City Hall assembled, the Schepens Jacob Strycker and Hendrick Kip on the summons of the Hon^ble^ Beeckman to hear Corn^s^ Boshuysen regarding the slander, and as the deft. has not appeared, the Court Messenger reported that the aforesaid Boshuysen gave for answer, that he would not come; and as the summoned person is one of the Hon^ble^ Company's soldiers, and therefore not amenable before the Court, they adjourned without doing any thing.

Monday 22. January 1657. In the City Hall. Present N. de Silla, Allard Anthony, Olof Stevensen, Joh: Pt^r^ Verbrugge, Jacob Strycker, Jan Vinge, Will: Beeckman, and Hendrick Kip.

Hon^ble^ Schout N. de Silla as Guardian of Colombie, pltf. v/s Jan Rutgersen, deft. Pltf. says, that deft. bought firewood from Jacob Haey's Negroes in the service of the aforesaid Colombie unknown to their master, and that he secretly removed the same, and thus stole the labour, which the negroes owed their master; concluding that deft. shall be pun-

ished therefor as a secreter of stolen goods, or as the Court shall deem advisable. Deft. answering as well orally as in writing says, that he drew in two journies from Jacob Haey's farm 90 ps. firewood, which the negroes sold him but that he had openly loaded and drawn it and that Colombie was present at the last load and allowed him to take with him the wood he had in the canoe; denying expressly, that he had bought the wood in bad faith or so removed it, as he could easily obtain wood from others at the same price, and as he has not paid the Negroes therefor, he is ready to pay for aforesaid wood to whomsoever ought to have it. Requesting that the pltf's demand be dismissed.

The Court having heard, pursuant to order of the 8th Jan'y last the pltf. Colombie and Jan Rutgersen against each other, each seperately in Court, find that Jan Rutgersen, the first time he came for the wood and Colombie was at home, did not tell Colombie that he had bought the wood from the Negroes and came to draw it, though Colombie had asked him, what he did there? But that he, as soon as Colombie went from the house to the bush, received the wood from the Negroes, loaded his canoe with it and sailed away with it, without Colombie, the Negroes' master, knowing any thing about it; and that deft., when he returned a second time without Colombie's knowledge, was busy in loading the wood, which he was then forbidden to do; and having also examined the declaration produced by the pltf., considering the evil consequences which may arise therefrom between slaves and their masters, have condemned the deft., Jan Rutgersen, as their W: hereby do by plurality of votes, that he, deft., shall pay for the wood, which he received from the Negroes, and that to Colombie, as the Negroes' master, at the usual rate, besides costs of suit, and in addition a fine of twenty guilders for the Schout. Thus done and sentenced this 22d Jan'y 1657. in the Court aforesaid.

Cornelis Langevelt, pltf. v/s Pieter Jansen, deft. Deft. in default.

Daniel Litschoe, pltf. v/s Rendel Huwit, deft. Pltf. persists in his demand entered on the 18th decembr last, and whereas the deft. was then granted time by the Court to prove what and how much he paid he requests that he now shall exhibit it. Deft. exhibits by a receipt from Mr. Mehu dated 17 July 1655, that he paid 102 deerskins on a/c of Jan Symons; says he had a verbal order to that effect from Jan Symons himself; he also shews by a/c that he paid to Jan Symons himself £6. 6s.

English and says he tendered payment of the balance and does not know, now, precisely how much he owes. But requests, that Jan Symonsen shall come in person to settle with him, and promises to pay whatever balance is due him. Pltf. replying says, he has no order to accept any thing as payment, except it be under his own hand, and does not know what has been paid. Parties being heard, the Court order, that Jan Symons shall appear here himself in person within the term of 3 weeks, to account and settle with the deft. Rendel.

Andries Andriessen, pltf. v/s Jacob van Couwenhoven, deft. Both in default.

Pieter Kock, pltf. v/s Jan Gillisen Verbrugge and Pieter van Couwenhoven, defts., together with Joh: d'Peyster, Corns Steenwyck and Pieter Stoutenborgh as witnesses. Pltf. says, that one of his sheep was bit by defts' dogs as they ran with them when browsing, so that he could do nothing for it and it died in consequence; requests payment or restitution of the sheep with costs incurred therein. Deft. Verbrugge acknowledges, that his dog ran with and after it, but did not bite it. Deft. Couwenhoven says he knows not what his dog might have done, as he was not with or near him, and has been taken away by people or ran off. The Court having heard and examined the witnesses anew, find that Van Couwenhoven's dog came so as to lick the sheep and that Jan Gillisen's Verbrugge's dog was with him and ran among the flock without having then bitten the sheep. Some other dogs besides these two were by or among them. They, therefore, condemn the abovenamed Couwenhoven and Jan Gillisen Verbrugge, as owners of said dogs, as they hereby condemn them, to pay the pltf. for the loss of said sheep, each one half of three merchantable beavers, besides the costs incurred herein.

Engeltie Mans, pltf. v/s Geert, the carters wife, deft. Deft. in default.

Dirck Volckertsen, pltf. v/s Jan Peeck and his wife, Mary, defts. Pltf. requests that defts., whom he has summoned as witnesses in the case between him and Jan Perie, cooper, would please testify to the truth. Jan Peeck therefore declared, that in the morning as he lay abed, he saw Jan Perie and Dirck Volckertsen playing at dice together on the floor for a —— and heard Jan Perie, while playing, give Dirck Volckertsen frequently the lie, whereupon Dirck Volckertsen contradicted, and a fist fight

followed; and as he, deponent, said to them that he could easily sell his wine without trouble, they went away, without his knowing anything more. Mary d'Peeck, also heard, confirms the declaration of her husband above given, and declares she afterwards heard Jan Perie say, "There 's Dirck the Noorman who has a box of zeewan in his sack; and he should play or the D——l should take him"; also, that Jan Perie's man told her, he saw his master thrust his knife into Dirck the Noorman's truss. Dirck Volckertsen answers in writing Jan Perie's demand, concluding, that the pltf. Jan Perie's entered demand be dismissed and he be condemned in the costs. Whereupon asked, if he have further evidence; he says, Yes; Jan Perie's man, but that the others have been to him, and he is gone away. Wherefore the case is postponed.

Wolfert Webber, pltf. v/s Claes Pietersen Kos, deft. Pltf. says, that he hired his son to deft. to dwell with and serve him here in this City, and whereas the deft. employs his son, not here but mostly over at Pavonia and in journeying to and from that place where much danger is to be expected both by water as from the Indians etc., of which he has had a sample; he therefore demands, that the deft. be ordered not to employ his son there and thus, but in truth within this City, or else to send him back home; and in case the same be refused, he declares before God and the Judge that he, in his capacity as Father, protests against the deft. that if any misfortune happen his son, either in passing over, or from the Indians or otherwise, he has done his duty, and shall avenge himself on him, the deft. The deft. says, he hired the boy to reside with and serve him, unconditionally, as to his going over or remaining. Pltf. replying says, he can prove the contrary. He was, therefore, ordered to produce the same by the next Court day.

Jan Laurence appears in Court rendering his written answer to the demand of the Farmer, Solomon La Chair, requesting, in case any thing be now introduced therein, not to misconstrue it, as he does not understand Dutch. Whereupon was noted in the margin, Ordered by the Court that copy hereof be given to party, thereunto to reply by the next Court day.

Apostile on Jan Laurence's petition and exhibit for fulfillment of the judgment against Sol^{n} La Chair obtained on the 2nd October. On the exhibition of the preceding approval of the judgment, report of the Bailiff

and petition of Jan Laurence for the fulfillment thereof, the Bailiff was authorized by the Burgomasters and Schepens to proceed with the execution.

The Hon^ble^ de Silla recommends Burgomasters and Schepens to bethink them in their quality, of the nomination of their successors, and to bring a list of two Burgomasters and eight Schepens, whom they should nominate thereto, on next Monday from those fit.

On this date, pursuant to instructions from the Hon^ble^ General, is published from the City Hall the Ordinance enacted by the Director General and Council relative to cutting timber on unenclosed lands, which is allowed to everyone.*

Whereas Michel Jansen, Jacob Leendertsen, Joost Goderisen request by petition and Luycas Eldertsen verbally, the office of Measurer of grain, it is, therefore, resolved to propose the same to the Director General and Council in order to elect a single number of two therefrom.

It is further resolved to petition the Director General and Council for the privilege of disposing of such and similar City employments by the Burgomasters and Schepens subject to the approval of the Hon^ble^ General and Council.

The interested brewers, within this City, present a petition to the Court, in which they request that the Farmer of the wine and beer excise be forbidden to sell beer or to participate in brewing as it is in violation of the order in Netherland. Which was postponed.

The Hon^ble^ President submits a draft of a petition to be presented to the Director and Council which being looked into, examined and considered, it was resolved to deliver the same to the Director General and Council as follows:—

To the Hon^ble^ Director General and Supreme Council of New Netherland.

The undersigned petitioners in their quality as Burgomasters and Schepens of this City, remonstrate with due respect that they find daily increasing the multitude of Scotsmen, † who coming over here every year in the ships from Fatherland arriving here, are unwilling for the most part to sell their goods, proceed immediately to Fort Orange or to some other

* See Laws and Ordinances of N. N., p. 234.

† Peddlers.

place, and having finished their trade go away back again on the first opportunity, so that this place not only does not derive any profit from such persons, but this good Commonalty suffers, on the contrary, great injury thereby, as even the provisions, which came last summer from Patria, must be received from Fort Orange, because the trade there was much better than in this place: Which commerce is in direct violation of the 12th Article of the Freedoms which the Honble Lords Patroons granted to this place, by which article the said Lords decide, that the staple of the whole of New Netherland shall be on the Island of Manhattans, inasmuch as the said Lords Majors have reserved this Island for their own Colonie: Also taking in consideration the burthens, which their Commonalty have to bear in this City and the services which they have rendered as well in the time of the English troubles, as in those which happened on other occasions, in which they always evince their willingness, so that for this reason and in order to animate them the more, it would be very proper, in their opinions, to favor them with some privileges. And whereas Burgher Right is one of the most important privileges in a well governed city, the petitioners therefore humbly request Your Honours to be pleased to grant the privilege, that no man shall be able to prosecute public trading here, unless such as are known as City Burghers; also that persons, who are not settled residents here shall not be allowed to trade to any quarter hereabout without this place, together with what your Honors may be pleased kindly to grant, in addition to your Honors' subjects; also to be pleased to order how much those shall give to this City, who come from *patria* or any other places to reside and carry on trade here, to purchase their citizenship. Awaiting hereupon your Honors' favorable disposition we remain Your Honors' Subjects,

The Burgomasters and Schepens of the City
Amsterdam in New Netherland,
By order of the same,
Jacob Kip, Sec'y.

Done this 22nd Jan'y 1657. at the Court in the City Hall at Amsterdm in N. Nd.

Extraordinary Meeting held in the City Hall at Amsterdam in New Netherland, the 26th January 1657. Present N. de Silla, Allard Anthony,

Olof Stevensen, Jan Vinge, Jacob Strycker, Will: Beeckman, and Hendrick Kip.

Jan Perie, pltf. v/s Tomas Schodt (Scott), deft. Pltf. rendering his demand both verbally and in writing, prosecuting the arrest served on the bark of Jan Geraerdy in which the deft. is now arrived from Virginia and on the 5 hogsheads of tobacco which he, Geraerdt, has in said bark; requesting that said arrest be declared valid until he is paid and satisfied for what is coming to him from Geraerdt, to wit fl. 233 on a/c and fl. 181. on a note. Deft. answering both verbally and in writing says, he is ignorant of what is due the pltf. by Jan Geraerdt, it not concerning him; acknowledges there were 5 @ 6. hogsheads of tobacco shipped in the bark by Jan Geraerdt, but does not know to whom nor of what quality. As regards the arrest on the bark says, he bought and paid for the same from Jan Geraerdt, whereof he exhibits in Court the bill of sale and the conveyance dated the 23 Decr 1656. signed by Jan Geraerdt and witnesses: And whereas Jan Geraerdt is thereby bound and held to free the bark one year after date from all claims, and it is now arrested on his a/c. he again protests, as he has yesterday done through the Notary, for all costs, damages and interest suffered thereby and yet to be suffered; requesting that the arrest be declared invalid and pltf. condemned in the costs incurred herein. Pltf. replying says, that Capt Flaman was appointed skipper of the bark by Jan Geraerdt, and that the deft. must pay freight on the tobacco, which he has therein, maintaining, that it is Jan Geraerdt's bark. Deft. answering says, that Capt. Flaman was indeed appointed skipper of the bark by Jan Gerardt and continued by him, but expressly denies, that he must pay freight for his tobacco, but merely to pay Flaman therefrom his wages as skipper. Whereupon Capt. Flaman as skipper is heard; who confirms the sale of the bark and says, that Jan Geraert ordered Tomas Schodt (Scott) to pay him his wages here, and looks to the tobacco, which he has shipped, as security therefor, but not on freight and declares, that Jan Geraerdt has 5 hogsheads of tobacco in the said bark. The Court having heard the demand and answer of parties and seen the sale and transport of said ship, which are confirmed by witnesses present have declared invalid the arrest on the bark and condemned the pltf., Jan Perie, in the costs herein, on the taxation and valuation of the Court. But as regards the 5 hogsheads of tobacco, which said Jan Geraert loaded in the

bark aforesaid, it is ordered that the same shall be delivered into the hands of the Marshal Matewis de Vos and there remain until pltf. shall demonstrate the justice of his claim. Thus done and adjudged in Court this 26. Jan'y 1657.

Copy.

Director General and Council of New Netherland permit and authorize the Schout, Burgomasters and Schepens of this City of Amsterdam in N: Netherland to cause the person of Jan Adamsen to be cited and to appear before them and to examine him in the case between him and the wife of Sieur William Beeckman and according to the finding, to judge, saving only the right of appeal to the Director General and Council of N: Netherland. Thus done, consented and authorized for reasons the Director General and Council aforesaid thereunto moving, the 23 Jan'y 1657. in Amsterdam in N Netherland. Was subscribed

P. Stuyvesant.

Cornelis Lanvelthuysen and Wife being summoned and heard in Court relative to the calumnies of Jan Adamsen persist in their rendered declaration, and being asked if they will confirm the same by oath, answer, Yes; but the Court decide, that it is unnecessary for the present to swear them.

Jan Adamsen, a prisoner, then came into Court and being heard on certain interrogatories, proposed to him by the Hon^ble^ d'Silla, has answered the same, but in the negative as more fully appears by the same. The examination being concluded, and the abovenamed Jan Adamsen being conveyed back to prison, the Honble. Schout demands that Jan Hibou and Jan Adamsen be confronted; the same for the Sergeant and Jan Adamsen; the same for Peter the Mason and Nicholas Langvelthuysen and Wife; which the Court allowed to the Hon^ble^ Schout.

Colombie appears in Court requesting revision of the judgment against Rutger Jansen saying, that he lost full 300 ps. firewood and that the judgment is only for 90 pieces. The Court allows the comparant to bring the case in revision and orders him to cause the aforesaid Rutger Jansen to be summoned for the next ordinary Court day and to prove his statement.

Willem Pietersen requests by petition, that he be permitted to construct the sheet piling (*Schoeyginh*), in front of his lot on the East River, of stone, and whereas his neighbours have sheeted with timber pursuant

to the order of the Hon^ble^ General and Council, it is resolved to communicate the same to the Hon^ble^ General and to hear his opinion.

Jacob Kip requests by petition, that Burgomasters and Schepens would be pleased to grant him a reasonable salary as he has kept the a/cs of the Burger excise and tax on slaughtered cattle, of which he at the same time delivers the books into Court. It was decided to communicate the same to the Hon^ble^ General.

At the request of Sieur Govert Lookermans, merchant of this City of Amsterdam in New Netherl^d^ as attorney of Sieur Nicolaes Boot merchant at present in Virginia, we the undersigned Burgomasters and Schepens of said City, certify and declare as true and certain that, when M^r^ James Lesley and said N. Boot were at law here in this City before us about the difference of the balance of payment of the ship the *King David* and the open a/c. which they had with each other, being in June last, we never heard either in Court or outside, nor was it reported to, or known by, us that Nicolaes Boot has expressed or spoken any slanderous words to the prejudice of any English, either person or nation, much less that he should have said, that M^r^ Lesley or any other person could easily obtain twenty witnesses for one stiver: but they declare, on the contrary, that parties, to wit: M^r^ Lesley and Nicolaes Boot debated and investigated their difference in proper order, according to the custom of law, on both sides by demand, answer, reply and retort, as we find on reference in the case to the entries thereof preserved by and remaining with the Secretary, which we confirm with our signatures and the City Seal hereto impressed. Done this 25 Jan'y 1657. at Amsterdam in N Netherland. Approved in Court and signed and sealed by the Hon^ble^ President and Secretary by order of the Burgomasters and Schepens on the 26^th^ January.
Copy.

Mons^r^ Carel van Brugge: On the date underwritten are Gysbert op Dyck and Claes van Elslant the younger admitted as Court Messengers, and each is allowed yearly as salary, from the Director General and Council one hundred and fifty guilders and on the part of the City is each promised fifty guilders. Please so to book them, and to return them these to exhibit to the Honble Burgomasters, in order that they be booked also there for the fifty guilders. Done at Amsterdam in N. Netherland the 21. December, 1656. Was subscribed . . . C. v. Ruyven.

Monday, 29. Jan'y 1657. In the City Hall. Present N. de Silla, Allard Anthony, Olof Stevensen, Joh: Pt: Verbrugge, Jacob Strycker, Jan Vinge, Willem Beeckman, and Hendrick Kip.

Hon^ble^ de Silla, pltf. v/s Ryck Hendricksen, deft. Pltf. says that deft. about a quarter of a year ago struck one Cornelis Tysen, woodsawyer, at the house of Luycas Dircksen, tavernkeeper, with tongs on his head, which caused a dangerous wound, and whereas he is now cured requests payment for the surgeon for the cure, and for the Hon^ble^ Schout the fine of fl. 300. according to placard. Deft. answering says, he struck the aforesaid woodsawyer with tongs, saying he was forced thereto; whereas he ran from his work and stopped in the tavern, where he grossly slandered him as a rascal, a meatstealer and such like. The Court ordered the deft. to prove his statement by the next Court day.

Engeltie Mans, pltf. v/s Geertie Jacobsen, wife of Geurt Coerten, deft. Pltf. says, that deft. informed her, the pltf., and Francis Rombout, that they had been discovered in something disgraceful, and whereas she is censured, demands proof of any dishonour or in default thereof, that deft. be punished therefor as an example to others, as the Court shall deem proper. Deft. appears in Court; acknowledges that, as Jan Adamsen said they were such people as nobody would suspect, she advised the pltf. and François Rombout. Maintains, that she did not disgrace or reproach her with it. Declares she knows no dishonour of the pltf. The Schout as guardian of the pltf. concludes that deft. be condemned to ask pardon of God, Justice and the wronged party in Court, and be moreover amerced in a fine at the discretion of the Court. The Court having heard deft's confession and the instituted demand and conclusion have condemned, as they hereby do, the deft. Geertie Jacobsen, that she shall demand pardon of God, Justice and the wronged party and further declare that she knows no dishonour of her, and moreover be fined ten guilders for the Hon^ble^ Schout. Thus done and sentenced.

Pursuant to the preceding sentence, Geertie Jacobsen, wife of Geurt Coerten, appears in Court of Schout, Burgomasters and Schepens and declares in presence of Engeltie Mans as party, that she knows nothing dishonorable of her and consequently asks forgiveness of her as wronged, and of God and Justice and is thankful for impartial law. Done as above.

Cornelis Langvelt, pltf. v/s Pieter Jansen, deft. Deft's 2^d^ default.

Pltf. appears in Court demanding payment of fl. 33. balance of purchased apples; demanding condemnation. The Court condemns the deft. to deposit the sum demanded with the Secretary within 8 days.

Pieter van Couwenhoven, pltf. v/s Jan Perie, deft. Pltf. demands, that deft. shall give reason for the arrest of 5 hogsheads of tobacco sent him from Virginia by Jan Geraerdy. Deft. says in answer, that he arrested the said tobacco, as Jan Geraerdy has not paid him what he owes him; requesting that the arrest be declared valid as security for his debt. Pltf. proves by letter, that Jan Geraerdy sent him the 5 hogsheads of tobacco in question; also by obligation for five hundred guilders and book debts apart, that more than the said tobacco is due him from Jan Geraerdy, demanding, therefore, that the arrest made on said tobacco by Jan Perie shall be declared invalid. The Court having seen the proofs produced by the pltf. decide, that the tobacco in question belongs to Pieter van Couwenhoven and shall be delivered to him; and consequently declares the arrest of the same invalid.

Dirck Volckertsen, pltf. v/s Jan Fredericksen, Jan Perie's servant, deft. Pltf. requests, that deft. shall testify to the truth before the Court as to what he saw relative to the drawing of the knife between him pltf. and Jan Perie. Therefore aforesaid deft. appeared in Court and declares that he saw, on coming out of the house, Jan Perie and Dirck Volckertsen standing opposite each other, each with a knife in his hand, and that Dirck Volckertsen thrust first, and stabbed Jan Perie in his belly, and that Jan Perie then thrust with the point of the knife on Dirck Volckertsen's truss, and saw Jan Perie afterwards chase Dirck Volckertsen with a dagger. And further he cannot declare.

Jacob Strycker, pltf. v/s Engeltie Mans, deft. Pltf. says that they disagree about a beast; and whereas the deft. says, that he, pltf., asserted, she and the Hon^{ble} Silla acted and complotted together, demands that she, deft., shall acknowledge the same or deny having said so. Deft. answers, that pltf. has said, that she and Hon^{ble} Silla acted together. Hon^{ble} Silla being present, standing up, declares himself a party, and says if the Deacons can prove that it is their beast, that the same falls to the Church. Deft. Engeltie says, that the beast in question was last Thursday taken from her stall. The Deacons answer, they are ignorant of it. And whereas the Hon^{ble} Silla, as party, being asked for proof, that it is

the beast of the Poor, says he can give no other proof, than that Jan Snediger's wife should have said, the beasts, belonging to the Poor, should have a cut like a half moon on the ear. Parties being heard, and the Court having examined the proofs, produced by the Deacons, of those, who had raised the cow from a calf and also, who wintered it last year, decide that said proof is sufficient and that, consequently, the cow in question belongs to the Poor and therefore commission the Hon: Willem Beeckman and Jan Vinge to tax the costs incurred by deft. and if parties think they have any particular difference, they may institute their action therefor.

Jacob Joosten, pltf. v/s Matewis de Vos, deft. Pltf. demands, that deft. be condemned to pay him the wages earned on Jan Geraerdy's bark; inasmuch as the five hogsheads of tobacco shipped therein by Jan Geraerdy were delivered to deft. and were shipped as security of the wages. Deft. answering says; he does not know of any tobacco or of the pltf's wages or of what is coming to him. Saying that he received and has nothing of Jan Geraerdy in his possession. Pltf. replying says; that Capt. Martyn gave him a letter, wherein it is stated, that he shall be paid from the tobacco. Deft. denies the same; whereupon Capt Martyn being heard says, he gave an open letter to De Vos to translate being an order, wherein 't is stated, they were to receive their wages. De Vos denies, that there is any thing in it about wages or such like, maintaining he is not bound to exhibit it, as being his letter and not appertaining to the matter. The Court ordered De Vos to bring said letter forthwith into Court. Returning, he exhibited a letter from Jan Geraerdy; requests that the contents remain secret, which being examined and no mention made of wages therein, Capt Martyn is asked, if it be the same, who seeing it answers, No—saying that his name was endorsed thereon—Order of Capt Martyn. De Vos says he received or had no other order or letter. Demands proof to the contrary. Jacob Joosten and Capt Martyn offer to declare by oath, that the letter exhibited is not the same which they gave De Vos, inasmuch as there was on it, as previously stated, Order of Capt. Martyn. The Court order De Vos to bring immediately into Court the letter, he rec^{d} from Capt Martyn, whereon stands, Order of Capt Martyn, or to purge himself under oath, that he never rec^{d} such a letter from Capt. Martyn. De Vos having been ordered as aforesaid in Court, says he will

declare under oath, that there is not in it a word or semblance of a word about wages as the pltf. and Capt Martyn say, but merely something private, which he again maintains he is not bound to divulge. Ordered to produce the aforesaid letter and is promised to keep it secret if any thing secret be in it. De Vos exhibits the letter in Court, who find, that thereon stands Order of Capt Martyn and nothing of any wages or such like; and whereas parties, to wit D' Vos, maintains he is not bound to deliver it over, as it was sent to him and Capt Martyn expresses himself content, and requires merely a copy or translation, Matewis de Vos was therefore ordered to deliver to Capt Martyn, without delay an authentic translation or the original.

Solomon La Chair, pltf. v/s Willem Harck, deft. Deft. in default. Excused from default in consequence of severe weather.

Jacob van Couwenhoven, pltf. v/s Rendel Huwit, deft. Pltf. in default.

Colombie, pltf. v/s Jan Rutgersen, deft. Pltf. in default.

Warnaer Wessels, pltf. v/s Jacob van Couwenhoven, deft. Deft. in default.

Jacob van Couwenhoven, pltf. v/s Willem Clasen, deft. Both in default.

At the request of Jan Perie appear in Court of Burgomasters and Schepens Capt Martyn and Jacob Joosten, who declare, that Jan Geraerdy merely conveyed the bark, wherein they recently came from Virginia, to Thomas Schodt (Scott) in Virginia, so that Nicolaes Boot or Mr. Imperer should not arrest the same on a/c of the ship the King David. Jacob Joosten further declares alone, that said Thomas Schodt (Scott) remained security for Jan Geraerdy at Boston for £10. and at Milford to M[r] Bryn for £90 sterling, and that he Geraerdy gave Thomas Schot therefore the bill of sale and conveyance of the bark as a mortgage, which Schot holds for his security; and also that Jan Geraerdy and Thomas Scott were in dispute with each other and fought about it in Virginia, which he offers to confirm by oath if necessary. Done the 29 Jan'y 1657.

Jan Perie appears in Court requesting orally, as by judgment against Thomas Schodt he is condemned in the costs, that he shall hold his guarantee on Jan Geraerdy. Which was allowed him. Marginal Note on the particulars of the costs delivered into Court of Burgomasters and

Schepens by Thomas Schodt, being fl. 81. 4. The Court having seen the preceding particulars and finding, that pltf. incurred no prevention by the arrest, have taxed and assessed the same at fl. 44. Which Jan Perie was hereby ordered to pay, saving his action and recourse against Jan Geraerdt.

The petition of Willem Pietersen being shewn to the Hon^ble^ General by the President, and his advice thereupon heard, to the effect, that he must sheet with timber like the neighbours and not with stone is thereupon noted, Burgomasters and Schepens decide and hereby order the petitioner to construct his sheeting before his house and lot according to the general order with timber like his neighbours.

The written petition of Jacob Kip for a salary for keeping a/c of the receipt of the Burgher excise and tax on slaughtered cattle is shewn by the president to the Hon^ble^ General and thereupon noted—Petitioner is referred to the Hon^ble^ Director General and Council.

Nicolaes de Meyer appears in Court requesting by petition conveyance of the house purchased of Jacob van Couwenhoven; producing with it such papers and alledging such reasons in the petition, that he maintains it cannot be refused him. The petition and documents being examined, is noted—Petitioners request is granted and the Secretary is ordered to make out the conveyance and mortgage.

Skipper Lourens Cornelis^n^ vander Wel appears in Court and whereas he cannot obtain any barrels from the coopers and has himself some barrels, which are not of Holland measure, and cannot consequently be guaged conformable to order; and as he intends to have beer put in them for sea stock, he requests permission to let them be used without hindrance. The Court considering present circumstances consent to allow the petitioner to use and carry with him the barrels, which he has, on condition that the same be guaged, so that the export duty be not lost.

Jan Hibou, tailor, and Jan Adamsen, prisoner, being confronted in Court with each other, the deponent Jan Hibou, persists in his rendered declaration, which he anew repeated word for word and offers to confirm the same by oath in presence of party and Jan Adamsen persists in his negative answer given to the interrogatories. In like manner Cristiaen the Serjeant and Jan Adamsen were confronted and the deponent also persists in his rendered declaration, and Jan Adamsen by his negative answer,

that he does not know, that he said so. Bassin the Negro, who was by to bring the brandy, when Jan Adamsen spoke the words to Jan Hibou, being examined, says he did not hear such. The Hon^ble^ Beeckman requests further order, so as to prove the truth of the case, inasmuch as Jan Adamsen and the witnesses being confronted, he denies. Whereupon the Court order the Schout to further examine the said Jan Adamsen with threatening of, and preparation for, the Torture.

Whereas the time of election is arrived, therefore the actual Burgomasters and Schepens according to last Monday's agreement proceed to the nomination and with that view each delivers in his advice in writing as follows:—

The majority of the Court also decided to bring in the nomination of two Treasurers, but whereas the President and Schout think it best to defer the same until the election takes place, it is therefore laid aside.

VOTES ON THE NOMINATION OF BURGOMASTERS AND SCHEPENS.

Vote of Hon^ble^ Allard Anthony.

For *Burgomasters;*
Joh: Gillis^e^ Verbrugge,
Paulus Leendertsen.

For *Schepens;*
Pieter Van Couwenhoven,
Joh: de Peyster,
Govert Loockermans,
Pieter Prins,
Hend'k Jansen Vin,
Adriaen Blommaert,
Isaak Greveraer,
Cornelis Steenwyck.

Vote of Hon^ble^ Olof Stevensen.

For *Burgomasters;*
Paulus Leenderts^e^ van die Grift,
Pieter Wolfertsen.

For *Schepens;*
Joh. de Peyster,
Hend'k Jansen Vin,
Jacob Backer,
Pieter Prins,
Adriaen Blommaert,
Isack Greveraer,
Govert Loockermans,
Jan Gillisen Verbrugge.

Vote of the Hon^ble^ Joh: Ptr^se^ Verbrugge.

For *Burgomasters;*
Paulus Leendertsen,
Willem Beeckman.

Vote of Hon: Jacob Strycker.

For *Burgomasters;*
Paulus Leenderts^e^ Vander Grift,
Jan Gillisen Verbrugge.

For *Schepens;*

Pieter Wolfertsen,
Joh : d'Peyster,
Hend'k Jansen Vin,
Gornelis Steenwyck,
Jacob Backer,
Isaack Greveraer,
Adiaen Blommaert,
Pieter Prins.

Vote of Hon^ble^ Jan Vinge.

For *Burgomasters;*

Will : Beeckman,
Joh : Pt^rs^ Vanbrugh.

For *Schepens;*

Paulus Leendertsen,
Pieter van Couwenhoven
Joh : d'Peyster,
Joh. Gillisen Vanbrugge,
Nicolaes Verleth,
Govert Loockermans,
Pieter Prins,
Adriaen Blommaert.

For *Schepens;*

Pieter van Couwenhoven,
Joh d'Peyster,
Govert Loockermans,
Jacob Backer,
Pieter Prins,
Corn^s^ Steenwyck,
Nicolaes Verleth,
Hend'k Jansen Vin.

Vote of Hon^ble^ Beeckman.

For *Burgomasters;*

Paulus Leendertsen Vander Grift,
Joh : Pietersen Vanbrugh.

For *Schepens;*

Pieter van Couwenhoven,
Joh : de Peyster,
Govert Lockermans,
Jacob Backer,
Jan Gillisen Vanbrugge,
Pieter Cornelis Van Veen,
Cornelis Steenwyck,
Isaack Greveraer.

Vote of the Hon^ble^ Kip.

For *Burgomaster;*

Paulus Leendertsen van die Grift.
Johan d'Peyster.

For *Schepens;*

Hendrick Jansen Vin,
Jan Gillisen Vanbrugge,
Govert Loockermans,
Nicolaes Verleth,
Adriaen Blommaert,
Coenraet Ten Eyck,
Isaac Greveraer,
Pieter Prins.

RECAPITULATION OF THE VOTES.

For *Burgomasters;*

Paulus Leenderts vandie Grift,	IIIIII
Jan Gillisen Van brugge,	II
Willem Beeckman,	II
Joh : Piet^{r} Verbrugge,	II
Pieter Couwenhoven,	I
Joh : d'Peyster,	I

For *Schepens;*

Pieter Van Couwenhoven,	IIIII
Johannes d'Peyster,	IIIIII
Govert Loockermans,	IIIIII
Pieter Cornelis Vander Veen,	IIIIIII
Hendrick Jansen Vin,	IIIII
Adriaen Blommaert,	IIIII
Isaack Greveraer,	IIIII
Cornelis Steenwyck,	IIII
Jacob Backer,	IIII
Jan Gillisen Verbrugge,	IIII
Nicolaes Verleth,	III
Paulus Leenderts,	I
Coenraet Ten Eyck,	I

Whereas the Vote for the Second Burgomaster is put and the question asked anew which of them to put in nomination?

Votes:—

Hon^{ble} Allard Anthony.....Jan Gillis Verbrugge.
Hon^{ble} Oloff.....Jan Pt^{rs} Verbrugge.
Honble Verbrugge.....Will : Beeckman.
Hon^{ble} Strycker.....Will : Beeckman.
Hon^{ble} Beeckman.....Jan Pt^{r} Verbrugge.
Hon^{ble} Vinge.....Jan Pt^{rs} Verbrugge.
Honble Kip.....Jan Pt^{rs} Verbrugge.

By plurality of Votes nominate

For *Burgomasters;*

Paulus Leendertsen van die Grift,
Johannes Pieters^{n} Verbrugge.

For *Schepens;*

Pieter Van Couwenhoven,
Johannes d'Peyster,
Pieter Cornelis vander Veen,
Govert Loockermans.
Joh : Gillisen Verbrugge,
Hendrick Jansen Vin,
Adriaen Blommaert,
Isaack Greveraer.

Honourable, Valiant Lords :—

Whereas the time of choosing succeeding Burgomasters and Schepens is, according to Custom, arrived—Therefore by plurality of votes, we nominate to your Honours from the Burghers and Inhabitants of this City as a double number, these following—

For *Burgomasters;*

Paulus Leendertsen van die Grift,
Johannes Pietersen Verbrugge.

For *Schepens;*

Pieter van Couwenhoven,
Johannes de Peyster,
Pieter Cornelis vander Veen,
Govert Loockermans,
Joh : Gillisen Verbrugge,
Hendk Jansen Vin,
Adriaen Blommaert,
Isaack Greveraer.

Requesting that Your Honours would be pleased to elect from the same the most honest, the wisest and the best qualified to succeed in the places of the outgoing Burgomaster and Schepens, so that the Commonalty may be protected and the public service proceeded with. Done this 29th January 1657. In the City Hall at the Court of Burgomasters and Schepens of the City of Amsterdam in N: Netherland. Present the Hon^ble^ N de Silla.

By order of the Burgomasters and Schepens of the City Amsterdam in N. Netherland. Signed Jacob Kip, Secretary.

To the Rt Hon^ble^ Direct^r^ General and Councillors of New Netherland.

Wednesday the 31st Janr 1657. In the City Hall. Present N: de Silla, Allard Anthony, Oloff Stevensen, Joh: Verbrugge, Jacob Strycker, Jan Vinge, Will: Beeckman, and Hendrick Kip.

The following Apostille and Privilege is this day received from the Honble Director General and Council of N. Netherland, on the petition of the Burgomasters and Schepens presented to their Honors on the 22d January of this year, which according to Custom, is published at, and affixed to, the City Hall of this City.

The Representation of the Burgomasters and Schepens of this City, New Amsterdam in New Netherland, being received at the meeting of the Director General and Council of N: Netherland, wherein they exhibit, on the one hand, the trouble, labour, expenses, expeditions and watchings which they sustained, endured and suffered in the last national quarrels with the neighbours as well as in the sad and unexpected rencountres with the Natives, and what they are subject to as the principal frontier and capital, more than others; On the other hand, the frequent complaints of the Burghery and other inhabitants of this Province against the inland trading and trafficking of the Scotsmen sailing hither and thither even to the best trading places, taking the bread, as it were, out the mouths of the good Burghery and resident inhabitants, without such being subject, in time of peace or war, to any trouble, expence, labour, expeditions or watchings like the Burghery and settled inhabitants; that, on the contrary, they carry away the profits in time of peace, and in time of war abandon the country and the inhabitants thereof, against which, Burgomasters and Schepens request, for their Burghery, some additional benefits, privilege and freedom. Which We, the Director General and Council of New Netherland, having taken into serious consideration, being sufficiently informed by personal experience, of the truth and justice of the matter, have provisionally, on the approval and ratification of the Lords Patroons and by their advice and instructions, dated the 12th March 1654., at the request of Burgomasters and Schepens condescended, apostilled, privileged and granted* that henceforward the arriving Scotsmen and traders shall, before selling or conveying their goods and merchandize be held, by virtue of stapleright and pursuant to order and instructions of the Lords Patroons, to set up and keep an open store within the gates and

* See Laws and Ordinances of N. N., p. 299.

walls of this City in a hired or owned house or room and to ask from the aforesaid Burgomasters and Schepens, before hand, the common or small Burgher right or citizenship (*Poorter recht*) to enable them to do the same, for which they shall once pay for the behoof of this City and support thereof, twenty guilders which also in virtue hereof is granted to Burgomasters and Schepens; that from now henceforward no arriving passengers, Scotsmen, shopkeepers or artisans shall exercise within this City any public-store business or handicraft trade such as have sought and obtained the small or common Burger right from the Burgomasters and Schepens, and subjected themselves, by subscription or promise of Oath, to the supreme government of the Director General and Council during their stay in this City, to bear like other Burghers and citizens their burdens, expences, expeditions and watches. Further, in conformity to the laudable custom of the City of Amsterdam in Europe, the Director General and Council of New Netherland on the approval and ratification as before, allow and concede to the Burgomasters and Schepens, the establishment of a Great Burgher right for which those, who may request to be therein, shall pay fifty guilders; and all such and such only shall, hereafter, be qualified to fill all the City offices and dignities within this City and consequently be nominated thereto; Secondly, be exempt for one year and six weeks from watches and expeditions; thirdly, be free in their proper persons from arrest by any subaltern court or judicial benches of this province. The Director General and Council reserve to themselves the further amplification and interpretation of obscurities and misconceptions. Thus done in the meeting in Fort Amsterdam in New Netherland, the 30th January 1657. Was subscribed P. Stuyvesant.

Under Stood: By order of the Director General
and Council of N. Netherland, signed
C. V. Ruyven, Secretary.

Below depends the Provincial Seal in Red Wax.

At the Court aforesaid it is Resolved to present the following petition to the Honble Director General and Council, for explanation of the conceded privilege.

To the Honble Director General and Councillors of N. Netherland.

Honble Lords,

Whereas Your Honours have been pleased to favor this City,

Amsterdam in N. Netherland, with the Privilege of small and great Burger right Therefore, we, the Burgomasters and Schepens of said City thankfully acknowledging such for the public good and welfare, request Your Honours' explanation as to whom belong for the present the small, and whom the great Burgher right; and request that Your Hon^rs would be pleased to confer on the Schout, Burgomasters and Schepens, who have formerly been in the government of this City, and are now in office, and who shall be elected to this office from those nominated for the present year, and their descendants, the privilege of the great Burgher right. Awaiting hereon Your Hon^rs' favorable disposition we remain Your Hon^rs Subjects

The Burgomasters and Schepens of the
City of Amsterdam in New Netherland,
By order of the same Jacob Kip, Secretary

Done this 31. January 1657. in Court at the City Hall, at Amsterdam in N. Netherland.

In like manner was resolved at the Court aforesaid to request by petition to the Hon^ble Director General and Council, as follows:—

To the Hon^ble Director General and Councillors of N. Netherland.

Burgomasters and Schepens of the City of Amsterd^m in New Netherland with due respect represent—

They find by daily experience, that it is necesary as well at present as hereafter to appoint and select some persons within the City, as is done in our Fatherland, to fill all offices appertaining thereto. Your Petitioners, therefore, request your Honors, that such may be conferred on the Burgomasters and Schepens at the time in office to grant the said offices and appointments to those who, in their estimation, shall be best and fittest therefor; always with the approbation of Your Honours the Director General and Council of N. Netherland. Awaiting hereupon Your Honours' favorable disposition we remain

Your Honours' Subjects,
The Burgomasters and Schepens of the
City, Amsterdam in N. Netherland.
By order of the Same Jacob Kip, Secretary.

Done this 31. Jany 1657. In Court at the City Hall in Amsterdam in N. Netherland.

Whereas recently Jan Adamsen and formerly other prisoners were confined in the City Hall, inasmuch as the jailor must take care of the Company's prisoners in the fort and of the burgher prisoners in the City Hall, which cannot conveniently be done; Therefore Burgomasters and Schepens considering the state and condition as well as the past services of Anthony Lodewycksen Baeck, Burgher Provost, have resolved to appoint him Baeck City Jailor at the yearly salary of fl. 150. of which they shall request the approval of the Hon^ble^ General and Council.

Friday, 4^th^ January 1658;* In the City Hall. Present the Heeren Burgomasters, Paulus Leendersen vandie Grift, Allard Anthony.

Whereas the Brewer Street † is inconvenient to be used in foul and bad weather especially in winter, the Heeren have deemed it advisable to recommend to the Street Inspectors to regulate and pay due attention to the order of the aforesaid street, which it is necessary to have paved.

It being deliberated with the Street Inspectors, who appear in Court, how such work should be done—whether every one who resides, or has houses in this street shall pave before his lot, or whether the City should have it done at its own expence—then whereas no resolution could be adopted this date, it is postponed until further opportunity.

Herri Breser is, by order of the Heeren Burgomasters of the City of Amsterdam in N. Netherland, hereby directed to make up his sheetpiling and to raise and fasten it forthwith. Done as above, by order of the Heeren Burgomasters.

Monday, 7^th^ January 1658; In the City Hall. Present the Heeren Nicasius de Sille, Paulus Leendersen vandie Grift, Allard Anthony, Wilhelmus Beeckman, Joannes de Peister, Govert Loockermans, Hendrick Vander Vin.

The Schout Nicasius de Sille states, as Nicolaas Velthuyzen and Jan van Deventer were ordered at the last Court to bring in their papers documents and their intendit serving for the verification of their claim and conclusion, to the Meeting, that he therefore enters his demand in writing against Nicolaas Velthuysen.

* The Minutes since January 31, 1657, are missing in the original Dutch records.—B. F.

† Now Stone St., w. of Broad.

The Heer Schout Nicasius de Sille, pltf. v/s Madaleen Vincent, deft. Pltf. enters his demand in writing against the deft. for her bad behaviour and abuse committed as well against Wilhelmus Beeckman and his wife as against the Farmer, Wernaar Wessels, on the *Heeren Straten* (Broadway) according to proof thereof exhibited to Court: requesting the Magistrates to punish deft. as she deserves. Deft. Madaleen Vincent appearing in Court is asked, why she misbehaves towards the Magistrate? Answers, cannot understand; demanding that she may bring some one to interpret for her, which is allowed her. Madaleen Vincent appearing again in Court bringing with her Pieter Wolfersen Van Couwenhoven's wife, was again asked anew, why she abuses the Magistracy? Answers, thro' the wife of Pieter Wolferzen abovenamed, she has no recollection of saying any thing, nor did she say it. Schepen Wilhelmus Beeckman standing up replies, that Madaleen Vincent, the deft., had (as he had stated on the last Court day) caused him to be called out the house of Hans Stein, making great uproar there and giving him considerable abuse, and that she came to his house saying to his wife, Your man goes with the Heer Fiscaal and spends and gambles my man's money; I must pay 12 guild^rs and Beeckman nothing at all; and he says not one good word for my husband. Thereupon Madaleen by the aforesaid Pieter Wolfersen's wife answers, that the Heer Beeckman asked her husband to ride out beer, after the sentence was passed on her husband. The Heer Beeckman answers, that he did not know what sentence the Magistrates had passed. The deft. says, that the Heer Beeckman has abused her at Hans Stein's house for a swine and a baggage; being willing to verify that by the wife of Hans Stein, who had heard it. Thereupon Hans Stein's wife was summoned by the Court Messenger, but was not at home. The Court having seen the Schouts demand also the affidavits exhibited in Court by him and the answers of party, and having seriously considered everything material, condemn the deft. in the fine of sixty guilders to be applied as is proper; and she is further ordered and charged to keep peaceable and quiet henceforward, and not to misbehave any more towards the Magistrates, or in default thereof that other provision shall be made therein.

The Heer Schout Nicasius de Sille, pltf. v/s Lodowyck Pos, deft. Deft. in default.

Grietje Maas, pltf. v/s Cristiaan the Soldier, deft. Both in default.

The Schout Nicasius de Sille observes, as the election is at hand, that the Magistrates will please to think of nominating such persons as are of good name and repute and, moreover, fit for such office. Whereupon the President of Burgomasters and Schepens orders the Secretary to make out a list of those, who possess the Great Burgher right, and to hand each Burgomaster and Schepen a list, in order that each may nominate therefrom, according to his best knowledge, such persons as are fit for such dignity.

Abraham de la Nooy, pltf. v/s Lauwerens Cornelisen van der Vin, deft. Pltf. demands from deft. the sum of fl. 394. balance according to obligation dated 16. August 1656. with interest thereof for a/c of Roelof Jansen Vonck according to procuration had therein exhibited to Court. Deft. answers, that he has paid something on a/c of the obligation and that Roelof Jansen Vonck promised him, he should not be troublesome to him and will not leave any procuration and admits having passed the obligation, but has paid thereupon as before. The Court grants deft. eight days time to bring and exhibit to the Court his proof that he has paid on the obligation.

Abraham Jacobsen, pltf. v/s Burgher Jorisen, deft. Pltf. demands from deft. the sum of fl. 23. 10 balance of a/c, as per a/c exhibited to the Court. Deft. admits being indebted, when the work is done. Pltf. says the work is done being willing to prove it by the carpenters. The Court order Adolf Pietersen and Frans Jansen carpenters to take up and inspect the work in question and to report thereupon to the Court.

Elder Bruinsen, pltf. v/s Cristiaan Nysen, deft. Pltf. in default.

Pieter Taalman, pltf. v/s Rutgert Jansen, deft. Deft. in default.

Pieter Stoutenburgh appears in Court exhibiting some zewant received from Frerick Lubbersen, and as it is not passable according to conditions, not being merchantable zewant, which was conditioned, he requests that the Court shall please so to order, as they shall find most proper. The Court refer the zewant in question to Sieur Cornelis Steenwyck and Sieur Pieter Jacobsen Buis to pronounce their opinion thereupon and to reconcile parties; otherwise to report to the Court their judgment of the zewant.

The President submits to the Court what resolution shall be taken; whether it shall remain at the same value, or be fixed according to the

placard of the Director General and Council? It is resolved to see further into it.

The papers in the suit between Jan van Deventer and Nicolaas Velthuyzen are postponed to the next Wednesday the 9th January at one o'clock in the afternoon.

Judgment upon the differences in suit between Jacob Jansen Huis, pltf. and the Heer Burgomaster Allard as deft. The Court having seen and examined the papers and documents made use of in the suit between Jacob Jansen Huis as pltf. and the Heer Burgomaster Allard Anthony as deft.; also the opinion and award of Sieur Cornelis Steenwyck and Sieur Pieter Jacobsen Buis as arbitrators, in presence of the Schepen Govert Loockermans, ordered and authorized thereunto in date 3 Decembr 1657, and having weighed all that is material, condemn as they hereby do, that Allard Anthony as deft. shall give, satisfy and pay to Jacob Jansen Huis pltf. according to the annexed award of the abovenamed arbitrators, as the Court, having well considered it, find to consist with all equity, and accordingly approve the same as good; further dismissing the pltf's entered demand. Thus done and adjudged in the Court of the Heeren Burgomasters and Schepens the 7th January 1658, in Amsterdam in N. Netherland.

AWARD OF THE ARBITRATORS.

To the R! Worship!! Heeren Burgomasters and Schepens of the City of Amsterdam in N. Netherland.

Right Worshipful Heeren—By your Worships authority and order we as Commissaries being thereunto appointed by your Worships of this City of Amsterdam in N. Netherland have, in the presence of Schepen Govert Loockermans, examined some papers in question between Jacob Jansen Huis, pltf. and the Heer Burgomaster Allard Anthony, arising from the following exhibited entered demand of the pltf.

First, the pltf. demands from the Burgomaster fl. 935: 11 stiv. in beavers, for which the deft. has sent tobacco to Holland, against which the receiver Hendrick van Heusden has protested. Deft. says, he has received about fl. 400. from divers for freight of the goods per ship the Pear tree and sent the remainder in payment for freight, which he owed the same.

Having heard the verbal arguments on both sides, we according to our best knowledge, should decide, that all the tobacco, which the Burgomaster received from other persons for freight of the Pear tree, shall avail in a/c for the same; and the remainder for the one third for the freight for the same, also the two remaining third parts of this freight should the Burgomaster retain for his a/c and make good in beavers, the rather as it has not been the custom here, that a merchant should pay all his freight in good tobacco.

Secondly, regarding a parcel of motheaten beavers, amounting to fl. 283: 13. the pltf. says the beavers were scarcely worth half so much. Deft. says, that the same beavers were left with him by Jacob Jansen Huis and he so sent them over without changing them, offering to confirm this by oath.

Jacob Janzen Huis says, that being done, he is satisfied.

Thirdly, the two cases of peltries or beavers on which for damages is fixed fl. 600. We should decide, that nothing be deducted or taken off; the rather as the Burgomaster will declare, that he acted in good faith in the sending away and receiving the beavers.

Fourthly, the fl. 29: 13. stiv., which Allard Anthony had received too little from Fredrick Wernaarsen; we decide, that Jacob Jansen Huis has to institute his action against Wernaar abovenamed; and if he declares, he has paid Allard Anthony and can prove it, then we decide, that Allard Anthony must pay Jacob Janzen Huis or his order the above mentioned sum with interest and loss.

Fifthly, the fl. 600. which Allard Anthony charges for his trouble in the suit between Pieter Rudolfus and Jacob Bersimson above the costs thereon accrued, we should decide, that Jacob Jansen Huis ought to allow one hundred guilders and no more.

Sixthly, we have examined the question regarding the deduction of the freight and board amounting to fl. 372: 8 stiv. and we for divers considerations decide, that the Burgomaster Allard Anthony shall deduct one hundred and eighty six guilders and no more for all leakage and damage suffered in the abovenamed ship the Pear tree; having satisfied perfectly by compromise the parties referred to us.

These presents thus done according to our best knowledge, in presence of the Heer Schepen Govert Loockermans; Amsterdam in N.

Netherland, Sixteen hundred fifty and seven; day, 6th xbr. Was subscribed,

Cornelis Steenwyck,
Pieter Jansen Buis.

INSTRUCTION FOR THE KEEPER OF THE JAIL AND PUBLIC PRISON.

1.

The keeper of the jail of this City is bound to receive into the jail all prisoners, who shall be committed or delivered over to him by the Schout, Burgomasters and Schepens or Burgher Court Martial (who are allowed this provisionally and until further order) or in their name.

2.

The Jailer shall safely keep all prisoners sent to him, whether they be arrested on civil or criminal process.

3.

The Jailer shall sleep every night in his ordinary chamber and not out of it, except by consent of the President; and if he remain out of it without consent, he shall be fined for the first time 20 stivers, for the second time 30 stivers, for the third time be deprived of his office, even though there be no prisoners in the public jail.

4.

And if it happen that any prisoners break out or escape through neglect of the Jailor, he may be sued therefor and he must defend himself before the Judge.

5.

Item, the Jailor is bound to note down when the prisoners are brought into the public gaol and the name and surname and also when they are discharged, and what cloaths, money, goods they brought with them into the prison and deliver in every Monday a list of the prisoners.

6.

The Jailor shall also look closely after the prisoners apprehended for capital offences that they have not knives, irons, rope or other instruments to break out or to injure themselves; the Jailor shall also thoroughly visit the prisoners and the cells at least two or three times a week either by night or by day, and may take as Assistant the Schout's deputy, who is bound to aid him at his request.

7.

The Jailor also shall not be allowed to relieve prisoners from their fetters nor increase them except by consent of the Schout, Burgomasters and Schepens, unless through cause of a desire to break out; he may then increase them and secure them by day or by night, and shall immediately make known those, who are secured, to the Schout and President.

8.

Item, the Jailor cannot give those who, for fighting, drawing knives or other arms, are placed on bread and water, or let them have any thing else, nor even sell them any thing, unless by consent of Schout, Burgomasters and Schepens.

9.

The Jailor must not tap nor hold with the prisoners any conversation of games, drinking or otherwise.

10.

The Jailor shall furnish the prisoners meat and drink according to order and shall receive for it according to the rules granted him therefor.

11.

The Jailor shall inspect and clean the prison every week, so that no stench may arise, wherein the Schout and Judge shall pay attention, that it be properly obeyed.

12.

The Jailor shall not allow any one to come to speak to the prisoners, except through the grating without consent of the Schout and *Præses*.

13.

No person shall speak to the prisoner, until he be examined by the Judge for some offence.

14.

No person shall pass the night with a prisoner for any offence, even though man and wife.

15.

The Jailor shall separate the prisoners, as much as possible from each other, and arrange them according to their offences and persons; especially the women from the men.

16.

The Jailor shall not receive any prisoners in the gaol except with consent of the Schout and Judge or of the Officer of the Burgher Court Marshal.

ALLOWANCE OF THE JAILOR.

The Jailor shall have for locking and unlocking each prisoner fl. 6.— He shall receive for criminal cases on bread and water per day —: 10.

From those confined on civil process he shall receive 20 stiv: per day or as much as the Judge shall please to order.

Each week shall be furnished

Three lbs. of beef

One lb. and a half of pork

One loaf per week

Two cans of small beer in summer per day, and one can of small beer in winter.

Pottage and Cheese (*suivel*) occasionally.

Whoever requires more must pay for food pro rata.

Those, who sit in the prison chamber, shall have a candle every two days, and shall let this burn in summer until nine o'Clock, and in winter until eight o'Clock, and no longer; but no fire nor light in the other rooms of the prison.

All the aforewritten until further order.

On the 8th January 1658: appeared Sieur Mattheus de Vos Not: Pub: as attorney of Jacob Jansen Huis before the Secretary of this City of Amsterdam in N. Netherland and declares, that he appeals to the Hon^ble^ Director General and Council of N: Netherland from the judgment pronounced by the Court here on 7th instant between the Burgomaster and him, the Appellant.

Extraordinary Court on Thursday, say Wednesday the 9th January, in the City Hall. Present the Heeren Paulus Leendersen vander Grift, Allard Anthony, Wilhelmus Beeckman, Joannes de Peister, Hendk J. van der Vin.

Joghim Beeckman and Andries Andriesen are sent for and appear in Court to declare, what passed between Jan van Deventer and Nicolaas Velthuyzen, as far as it is known to them. Joghim Beekman declares, that he saw and heard Jan van Deventer and Jan Crynen come out of Velthuyzen's house and that Velthuysen followed them into the alley, and was seen by Jan van Deventer. Thereupon Jan van Deventer said, Ha! rascal, are you there? and drew the dagger out and stooped to the hasp

to open it: And that meanwhile Velthuyzen struck down Jan van Deventer over the clapboards; but knows not the origin of the affair, and that M[r] Paulus took the dagger out of Jan van Deventers hand. Andries Andriesen declares, that going home he heard some noise at Velthuyzens and that Jan van Deventer was pushed out the house, but saw no glass nor even saw them drink brandy, but that Jan van Deventer abused him Velthuyzen for a rascal and a dog. And whereas all the witnesses in the case are not present, the Court resolves to appoint two Commissaries to examine the other witnesses, and the Schepens Wilhelmus Beeckman and Hend[k] Jansen vander Vin are appointed thereunto. Meanwhile the City Messenger is ordered to notify the President, that the other witnesses are in the City.

Monday, 14 January, In the City Hall. Present the Heeren Nicasius de Sille, Paulus Leendersen Van der Grift, Allard Anthony, Wilhelmus Beeckman, Joannes de Peister, Govert Loockermans, Hendrick Jansen Van der Vin.

Hendrick Kip, pltf. v/s Gerrit Hendrickzen, deft. Deft. in default.

Nicolaas Boodt, pltf. v/s Paulus van der Beeck and Hendrick the Drummer. Pltf. is twice in default and M[r] Paulus van de Beeck in default.

The H[r] Schout Nicasius de Sille, pltf. v/s Saartje Steendam, deft. Deft. in default. The pltf. says, that the deft. stated, whether I come or not I shall give as much. Claes van Elslant is asked what answer Saartje Steendam gave when he summoned her? Answers, she would not appear. And whereas the deft. is unwilling to defend herself before the Judge, she is therefore condemned by the Court in the fine of twelve guilders, to be applied as is proper, for her committed offence and taunting, and is further charged to do so no more or that other provision shall be made therein.

The H[r] Schout Nicasius de Sille, pltf. v/s Solomon La Chair, deft. The pltf. says, that when the Fire Inspectors went around to inspect, they were affronted by the deft., because he abused them as chimney sweepers. Deft. answers, that he was at the Secretary's house in the fort and the Secretary's wife said something at which they laughed, and that Jacob Vis was also present there. He, deft., said to said Vis, pointing to the chimney, the chimney sweep looks there; whereupon the Fire Inspectors came

in, and Christiaan said to him, what sayest thou ?—Thereupon raising up his stick or cane—sayest thou that we are chimney sweeps ? Whereupon deft. answered, I say not that; I know well what thou art; thou art a carpenter; I have seen you working at the city walls; and that is our Lieutenant and that is Mynheer Kip; and has not said any thing further. Whereupon he is ordered to withdraw. The Schout says, that the deft. about two days ago had stated through the City Messenger, Claas van Elslant—Is it to have a little cock booted and spurred I shall give it; which being asked of Claas van Elslant, he answers, the woman told him so. The Court having heard parties and Claas van Elslant's declaration, and as it is not seemly that men should mock and scoff at those persons, who are appointed by the Magistracy to any office, yea a necessary office, they therefore condemn the deft., in a fine of twelve guilders to be applied as is necessary, and the deft. is further charged not to do so any more or that other provision shall be made.

Jan Perier, pltf. v/s Jan Gaaljaard, deft., demands from deft. fl. 20. for board and f. 4 in addition disbursed for him. Deft. answers through the interpreter, that he boarded 20 days at his house, and that he agreed to board with him for four months for a piece of linen, admits having received fl. 2. and says the pltf. turned him out the house. Pltf. replies; admits it, but had reasons for it on account of some filth committed in his house, as fully explained to the Court, etc. Parties having been heard, the Court condemn the deft. to pay pltf. his demand within thrice 24 hours time.

Jacob Eldersen, summoned by the Schout Nicasius de Sille, appears in Court. The pltf. states, that he had heretofore summoned Jacob Eldersen in date 3^{d} Decemb^{r} for some offence committed by him, but he had denied it whereupon he exhibits further declaration to the Court. Jacob Eldersen is asked, if he had not struck Bruin Barensen, cooper at Brooklyn ? declares he struck him with a broom stick. He is further asked, if he did not strike him with a club ?—Answers, Bruin Barensen drew a knife on him and that he warded him off with the broom stick. The Schout exhibits to the Court his demand against Jacob Eldersen for his committed fault, requesting that the summoned Jacob Eldersen may be placed in security, and to wait until the recovery of the patient, and further to be punish^{d} as an example to others. The Court orders copy of

the Schout's demand to be delivered to Jacob Eldersen to answer thereunto: Item the further demand is allowed.

Jan Hendricksen, glazier, demands by petition, that his wife may again live with him. The Court postpones the apostille until his Honor the Direct^r General shall be spoken to thereupon.

Abraham de la Noy appears in Court stating, that there is no termination regarding the a/c and payment, which he claims from Lauwerens Cornelissen van der Wel for a/c of Roelof Jansen Vonck, demanding, that he may have an end to it. The president answers, that he, Abraham de la Noy, is in default, as he has not furnished his party any copy of the obligation.

Whereas some theft has been committed by Lysbet Gysbersen for Geertje Jans, who led her to it, the Court resolves to examine her anew and to reprimand her, until her father shall have come from Fort Orange, who is to punish her as she deserves; and being therefore summoned by the Court Messenger to appear with Moer Pietersen in Court; who appearing is asked as is to be seen hereinbefore in the Minutes of Novemb. A.° 1657. and adds to what she then declared, that she rec.^d from Geertje Jans 4 stiv.^rs for the pocket handkchfs, which she stole from Moer Pietersen and that she received an old night dress and two stivers more for other pocket handkerchiefs; further adhering to the previous declaration.

Extraordinary Court, Monday afternoon 14.^th January 1658; in the City Hall: Present the Heeren Paulus Leendersen van der Grift, Allard Anthony, Wilhelmus Beeckman, Joannes de Peister, Govert Loockermans, Hend J: Van der Vin.

The Court having seen and examined the papers, documents and declarations of witnesses used in the suit between Jan van Deventer, soldier of the Honble West India Company and Nicolaas Velthuyzen for fighting and wounding inflicted by the abovenamed Velthuyzen on the aforesaid Jan van Deventer on a Sunday during preaching, have in order to obtain further explanation of the case examined anew on interrogatories the principal witnesses, who were in the first instance present; therefore being most maturely considered and having looked over the demand and conclusion of the Schout have pronounced the following judgment.

JUDGMENT.

Whereas Nicolaas Velthuyzen has, according to declaration, violated the placards of the Director General and Council enacted against tapping any drink of what sort soever it may during the preaching and has on Sunday in the beginning of Octob^{r} of the year 1657 tapped to some persons at his house strong drink, whereby quarrels, trouble and difficulties, yea, even fighting and wounds have arisen, all which are in direct violation of the placards published and enacted; and whereas he Velthuysen has been found to be the cause, because first, he was the first to strike; secondly he could have prevented the further mischief as Jan van Deventer and Jan Crynen were outside the house and he ought to have shut the door and remained within, and had they, to wit, Jan van Deventer and Jan Crynen committed any hostility in his house he should have given notice thereof to the Schout, and not be his own judge; but on the contrary with an angry and hasty spirit, against all efforts designed to retain him in the house, as appears by declaration, escaped through the back way from the house, attacked his opponent from behind over the clapboards, they being on the highway and he on his lot, and struck him in a vehement spirit; which the Court having looked into and weighed, being an offence of evil consequence, which if not guarded against others would be committed, and in order further to prevent such, and the Magistrates being desirous to provide therefor, they condemn the deft. Nicolaas Velthuyzen for his perpetrated crime, first in the sum of 25 guilders for surgeon's fees; next, fifty guilders for smart, pain and lost time, and further in a penalty of 300 guilders to be applied as is proper; and in addition in the sum of 60 guilders to be paid for the benefit of the City for the renewing of his trade or to enable him to renew it, and further in the costs of suit. Thus done and sentenced in the Court of the Burgomasters and Schepens of the City of Amsterdam in N. Netherland the 14th January, 1658.

On the Petition presented in Court in date 14 January by Jan Hendricksen, glazier, is the following ordered.

APOSTILLE.

Whereas Geertje Jans, wife of Jan Hendrickzen, glazier, has, in consequence of her committed offences and faults, been banished by the Court in date 3 Decemb^{r} 1657, from this City's jurisdiction; but having for a time absented herself therefrom, and coming in acknowledgment and

sorrow for her perpetrated offences and through much intercession made by worthy Burghers and inhabitants to the Burgomasters of this City, therefore is it that the Heeren abovenamed, partly from especial consideration and moreover in consequence of the continual importunity and intercession, hereby pardon the abovenamed Geertje Jans and consent and allow her to live again with her husband within this City's jurisdiction, under her promise of amendment and a return from her previous faults and misdemeanours, and to behave herself as an honest and virtuous woman ought to do, so that no worse may happen to her. Done Amsterdam in N. Netherland the 15th January, 1658.

Thursday, 17th January 1658: In the City Hall. Present the Heeren Nicasius de Sille, Paulus Leendersen van der Grift, Allard Anthony, Joannes de Peister, Govert Loockermans, Hendrick Jansen vander Vin.

It is proposed in Court, to request from the Director General and Council an Apostille on the petition presented to the superior government in date 9th Novembr 1657, and whether such should be done in writing or verbally. And whereas there is no unanimity thereupon, no disposition was made thereof.

Again, the aforesaid Court resolved to request the Director General and Council, that they and the Council should appoint and elect Commissaries of Marriage affairs from the retiring Burgomasters and Schepens; but nothing followed.

Whereas intercession is made for the release from imprisonment of the prisoner Jacob Eldertsen, the Schout Nicasius de Sille proposes, if the Magistrates are pleased to grant him, Jacob Eldersen, release from confinement, that he shall give security for payment of the expences, which Bruin Barensen, cooper of Breuckelen, who was severely beaten by the abovenamed Jacob Eldersen, may have paid to Mighiel Jansen, where he has long lain on account of the aforesaid wound. But no resolution to release from confinement is taken by the Court.

This date the following placards are published from the City Hall of this City, after the usual ringing of the bell, relative to the taxing of or building on vacant lots.

The Director General and Council of New Netherland seeing and remarking by daily experience, that the former ordinance and placards

are not observed according to the good tenor thereof, but that notwithstanding the frequent renewal thereof many spacious and large lots, even in the best and most convenient part of the City, lie and remain unbuilt on, and are retained by the possessing owners either for greater profit or for pleasure, and others are thereby prevented from building for the population of the City, the increase of trade and consumption as well as ornament, whereunto many new comers would be encouraged in case they could get a lot on suitable sites for a reasonable price conformably to the abovestanding placards: to the neglect if not contempt of which principally redound the retaining and keeping of so large and spacious lots either for profit or pleasure because no pains, penalties nor fines followed the previously enacted Placards, and the possessing owners are occupying and keeping the lots many years without any charge, for greater profit, or using them as orchards and gardens, whereby building and population are retarded and consequently the increase of trade and consumption and the prosperity of this City contrary to the City's interest and the meaning to that effect of the Lords Directors of the Privileged West India Company, the Lords and Patroons of this Province as first grantors and distributors of the lots, to build thereon for the ornament, population, increase of inhabitants, trade, consumption and prosperity of the same; as is expressed in the granted Groundbriefs, with additional stipulation and submission to such burthens as may be enacted by the abovementioned Lords or their agents.

To acquit themselves of this duty therefore, the Director General and Council have lately by their sworn surveyor in the presence of the Burgomasters of this City, taken a new survey of all the vacant lots, whilst laying out the new streets, and discovered several hundred lots within the walls of this City on which no buildings whatever were erected.

In order that all these lots may, agreeably to the good intentions of the Directors aforesaid and conformably with the published placards, be as soon as possible built on, and the disorders proceeding from the possession of such large and spacious lots for profit or pleasure solely, without any incumbrance may be averted, and that those inclined to build may be accommodated with lots at a moderate price, the Director General and Council in amplification of their former Placards, command that all the vacant lots which were lately surveyed and laid out by the Surveyor of the

Director General and Council be appraised and assessed immediately after the posting and publication of this Placard, first and foremost by the owners and possessors themselves, so that they may not have any reasons afterwards for complaint that such lots have been undervalued; and that the owners shall, as long as they hold the lots or a lot or keep these without any decent buildings, have to pay for these annually the fifteenth penny in two instalments, one half on the first of May and the other half before the Fair in this City—the proceeds to be applied to the fortifications of this City and their repair. And the Burgomasters are commanded and authorized as soon as this placard shall be published to summon, without delay or respect of persons, all the proprietors of such lots before them at the City Hall, to make the valuation to be then recorded by their Secretary in a proper manner. They shall then authorize their Treasurer to receive the amount of this tax and in case of refusal or opposition to fine the obstinate ; to appraise the lots according to their value and situation, on condition that it shall be left to the option of the proprietors and possessors to retain the lots as valued by the Burgomasters on payment as stipulated of the 15th penny thereof, or otherwise to surrender them at the valuation to the Burgomasters for the City's benefit. In like manner it is left to the choice of the Burgomasters to accept for the City such lots as have been appraised by the proprietors and to convey them at the same price to other persons who may be ready and inclined to build, if the owner cannot or will not build in conformity to these placards, or to leave the lots to the proprietors, until they or others shall construct buildings thereon when this tax, laid on vacant lots shall cease: And for the further promotion of population by concentration, prospering, strengthening, and improving this City the Director General and Council do further order that no houses shall henceforward be erected near the City walls and gates without the City's jurisdiction, until all the lots within the City shall have been occupied and proper buildings erected thereupon.

Thus done in the Assembly of the Honble Director General and Council holden in Fort Amsterdam the 15th January 1658. Was Signed,

P: Stuyvesant.

Lower Stood By order of the Honble Director General and Councillors of New Netherland.

C. Van Ruyven, Secrey

The Director General and Council of N. Netherland are not only informed, but have sufficiently ascertained, that some individuals, after their marriage bans have been three times proclaimed, do not proceed with the solemnization of their marriages, as they ought to do, but postpone it from time to time, not only weeks but months, which is directly contrary to the good order and customs of Fatherland. Being desirous to provide therefore and to prevent the irregularities and disorders, which may arise from that source, the Director General and Council do command, that all persons, who have been published shall, after three proclamations have been made and no lawful impediments intervening, solemnize their marriage at least within a month after the last publication or to appear in Court before that time and shew cause for such delay under the penalty of ten gl. for the first week after the said month shall have elapsed; and for each of the following weeks fl. 20. until they shall have explained their non compliance.

Further no man and woman shall presume to live together as married people, until they shall have been legally united under pain of forfeiting 100 guilders or as much more or less as may be deemed proper, considering their station in society, whilst such persons may be fined monthly by the Officer in conformity with the laws and customs of our Fatherland. Thus done in the Council of the Hon^ble^ Direct^r^ Gen'l and Councillors holden in Fort Amsterdam in N. Netherland, 15^th^ January 1658. Was signed, P. Stuyvesant.

Lower Stood, By order of the Hon^ble^ Heer Director General and Council of New Netherland, C. Van Ruyven, Sec^r^

Monday, 21. January 1658: In the City Hall. Present the Heeren Nicasius de Sille, Paulus Leendersen vander Grift, Allard Anthony, Wilhelmus Beeckman, Joannes de Peister, Govert Loockermans, Hendrick Jansen van der Vin.

Hendrick Kip, pltf. v/s Gerrit Hendrickzen, Farmer of Slaughtered Cattle, deft. Pltf. demands fl. 70, according to obligation against the deft. exhibited in Court, with costs of suit. Deft. admits the debt and says, the reason it is not paid is that they verbally spoke with each other that Wiltkock's wife named Sara Pieter should have fl. 30 and he, pltf.,

fl. 40. The Court condemns deft. to pay pltf. fl. 40 with costs of suit, and to pay the remaining money to Sara Pieters abovenamed.

Wernaar Wessels, Farmer of the Burghers Excise or wine and beer, pltf. v/s Jacob Cohn, Jew, deft. Pltf. enters his demand in writing for fraud committed by the deft. The Schout, ex-officio attorney of the Farmer, concludes, as Jacob Cohn did not take out any permit, that he be also condemned in the fine therein enacted. Deft. answering says, that the case is before the High Council, he therefore refers him to it. Pltf. replies, that he called on him for what relates to the Burgher excise. Deft. demands copy of both the demands and copy of the article mentioned in the demand. The Court orders the deft. to be furnished with copy of all.

Wernaar Wessels, farmer of the Burgher excise on beer and wines, pltf. v/s Jacob Vis and Joannes Withart, defts. Pltf. states that he has been with Jacob Wolfersen, demanding payment of the brewing; got for answer that they defts. were brewers, and as he pltf. booked them, defts., also as brewers, and they sent out beer without notifying the Farmer or taking out a permit, also being unwilling to agree with him, the pltf., etc. having therefore violated the article therein enacted and published, he demands the fine imposed therefor. Defts. answer, they have nothing to do with that, as they had agreed with Jacob Wolfersen to keep them harmless from all, and also had no knowledge of the matter, and that they were not brewers, but Jacob Wolferzen. Jacob Wolferzen appearing in Court is asked, whether he had agreed with the Farmer about the consumption of beer in his family? Answers, had agreed with the Farmer for a tun and a half of beer, and that he, the farmer, had forgiven him the remainder, and he has therefore never applied to nor demanded it of him. The Schout concludes that the excise must be paid. Deft. exhibits in Court the return of the Court Messenger Claas van Elslant made by them defts. to him, pltf. The Court order Jacob Wolfersen as being brewer to pay the Farmer according to agreement, and not to send out any more beer without taking a permit from the Farmer.

Jacob Wolferzen, pltf. v/s Mighiel Pauluzen, deft. Deft. in default. Pltf. demands, that deft. shall fulfill his contract w^{ch} he exhibits to the Court.

Claas van Elslandt, the Elder, v/s Raaghel van Thienhoven, deft. Pltf. demands payment of Church money for a grave in which the deft's

Mother* lies, and says that her friends told him, that she had given her husband the money and he had taken it with him in a pocket handkerchief. Deft. says her husband had given Claas van Elslant money. Pltf. replies it was given for the burying and other expences, but not for what was coming to the Church, being willing to confirm that on oath. Claas van Elslandt appearing in Court is asked, whether he is fully convinced that the Church money is not paid? Answers, Yes, and knows it well; offering again to confirm on oath, that he did not receive the Church fees. The Court orders the heirs to pay the Church dues of the grave of their dec^{d} mother.

Abraham de la Noy as Attorney of Roelof Jansen Vonck, pltf. v/s Lauwerens Cornelisen vander Wel, deft. Pltf. again demands payment according to obligation of the sum of fl. 394. with interest thereon for Roelof Jansen Vonck's a/c. Deft. exhibits in Court proof of the payment of a hhd of leaf tobacco at 5 stiv: the lb amounting to fl. 62: 10. and a hhd roll tobacco @ 6 stiv per lb., amounting to fl. 60 shipped to Holland and consigned to Roelof Jansen Vonck. Pltf. says he is not satisfied with that, as he deft. had no authority thereunto. Deft. answers, that Roeloff Jansen Vonck had promised him not to leave any procuration and to give time. Whereupon he is asked, if he have proof thereof? Answers, no other than his wife and daughter and it was verbal and thereupon shipped the foregoing tobacco. Is asked, if he also knew, that Roelof Jansen Vonck left no procuration? Answers, No. The Court condemns the deft., to pay pltf. according to obligation, and that meanwhile the tobacco shall stand good for payment on condition of giving security for the truth thereof.

Jan Rutgerzen, pltf. v/s Willem Moer, deft. Pltf. demands payment of fl. 27. 5 stiv. Deft. says, he was satisfied with wood, and now will not have it. Admits the debt and offers payment. The Court condemns the deft. to pay the pltf.

The Schout Nicasius de Sille states, that Jan Rutgersen has taken a gold ring in pledge from Claas Tysen's Wife to tap on it, and that his wife has tapped five half quarterns thereupon, violating the placard therein published, demanding the fine affixed thereon according to placard. Jan Rutgersen answers, that his wife knew not of it, nor was any thing drank

* Mme. Vigne.

on it. The Court condemns Jan Rutgersen to pay the Heer Officer the fine according to placard.

Mighiel Jansen, pltf. v/s Herman Smeeman, deft. Pltf. demands payment of the price of his bouwery, about the sum of fl. 900. in good pay, which one trader can pass off to the other. Deft. admits the debt; requests that the bouwery be sold in order, that he, the pltf., may get his pay, as the bouwery is mortgaged. The Court orders the deft. to pay the pltf. the sum demanded within one month's time.

Nicolaas de Meyer, pltf. v/s Cornelis Steenwyck and Pieter Jacobsen Buis, defts. Pltf. in default.

Cornelis Jacobsen Steenwyck and Pieter Jacobsen Buis, pltfs. v/s Jacob Wolferzen van Couwenhoven, deft. Pltfs. demand by virtue of a procuration payment of the sum of fl. 643. 19 for a/c of Walewyn vander Veen, for which the stone house, the mill and the lot are mortgaged. Deft. admits the debt and offers to pay soon, and to shew today or tomorrow at farthest, where they, pltfs., will find their pay. Parties are satisfied therewith. Pltfs. request the Magistrates, to appoint some arbitrators to settle some points in question with the deft. The Court orders Pieter Cornelisen vander Veen and Isaack Greveraa to arrange the points in question and to reconcile parties.

William Taphagen, pltf. v/s Jan Cees, deft. Parties were referred to their competent judge.

M^r. Isaac Allerton appears in Court prosecuting the attachment of 12 hhds of tobaccco for freight of 12 hogsheads amounting to the sum of fl. 144. The Court declares the attachment valid.

The Court resolves, to request of the Director General and Council the salary of Burgomasters and Schepens and from what source they shall be paid.

It is further resolved, to hand to the President a copy of the Remonstrance in date 9^th^ Novemb^r 1657.

Dirck van Schelluyne authorized to act in law for the defence of Jacob Eldersen prisoner, offers to that end a petition from said Jacob to the Court, requesting discharge from confinement for said Jacob as is more fully to be seen in the petition. Whereupon is apostilled; The Court decide that Jacob Eldersen shall remain in confinement.

Annetje Gerrit, wife of Hend: Jansen, Smith, requests by petition,

that the strip of land lying between her lot and that of Hendrick the Baker, being 9 @ 10 feet front on the street and 7 feet in the rear, may be granted her and entered on the ground brief. Thereupon is apostilled—The Burgomasters shall inspect the strip of land.

To the R^{t} Hon^{ble} Director General and Supreme Council of New Netherland.

Right Hon^{ble} Sirs—

The Burgomasters and Schepens of the City of Amsterdam in N. Netherland represent respectfully to your Honours, that your Honours were pleased to appoint them to the government of this City of Amsterdam, and though your Honors were pleased to allow a yearly salary, to this date they have neither seen nor received any fruits thereof, at least the major part of them; and whereas through the large amount of business especially the Burgomasters in City and Burgher duties frequently neglect their own affairs in attending to the Burgher government, and their proposed salary long since allowed has sunk into forgetfulness, the above named Magistrates request your Hon^{rs}, that you would be pleased to state to them, from what fund they shall receive their pay, in order that they once seeing the fruits thereof may henceforth perform their duties with greater zeal and affection. Awaiting herein your Honors favorable disposition we remain

Your Honours' Servants,

The Burgomasters and Schepens.

In Amsterdam in New Netherland 22^{d} January 1658.

By order of the Heeren Burgomasters and Schepens.

Joannes Nevius, Secretary.

To the Right Honourable the Director General and Supreme Council.

Right Hon^{ble} Sirs,

The Burgomasters of this City of Amsterdam in N: Netherland respectfully represent to your Honours the slenderness of their incomes very well known to your Honours, also the many necessary repairs to the City works; and as these consume much money and the City Revenue is inadequate to the prosecution of the abovementioned repairs, the petitioners therefore approach your Honours with humble request, that you will be pleased to grant them the proceeds of the Weighscales according to the praiseworthy custom of our Fatherland, whether in whole or in part.

If your Honours will please to grant it to the City, they shall, according to the usage of the City of Amsterdam, cause a new scales to be erected or repair the old and bring it, where your Honours shall please to order and find it most proper. Hereon awaiting your Honours' favorable apostille they are and remain Your Honours Servants

The Burgomasters of this City aforesaid.

By order of the Burgomasters of the City aforesaid,

Joannes Nevius, Secre^{ty}.

In Amsterdam in New Netherland the 22. January, 1658.

Wednesday, 23^{d} January, 1658. In the City Hall. Present the Heeren Nicasius de Sille, Paulus Leendersen vander Grift, Allard Anthony, Joannes de Peister, Govert Loockermans, Hendrick Jansen vander Vin.

The Schout Nicasius de Sille requests in writing as Jacob Eldersen was placed in confinement for some murderous assault according to evidence and in part confession and has escaped on the 22^{d} of this month, that his goods and effects, which he has in this country may be provisionally seized, and he be summoned by bell ringing to appear in person within 8 days and to hear such demand and conclusion as the Schout shall have to make. The Court approve the demand of the Schout. And whereas it is Sermon-day, the citation of the person of Jacob Eldersen did not take place this day.

Thursday, 24th January, 1658. In the City Hall. Present the Heeren Paulus Leendersen van der Grift, Allard Anthony.

The Court having seen the petition dated 15 March 1655 presented by the residents of the *Brouwer Straat** to the Burgomasters in their Court, the following disposition is made thereon—

Whereas it is necessary, that the *Brouwer Straat* be laid with paving stones, the Burgomasters have in that regard constituted and appointed Isaaq de Foreest and Jieronimus Ebbingh to contract this winter in presence of the presiding Burgomaster for the paving stones in order to begin in the Spring, and after the completion of the work to assess each house in the street, and to this end the following authority is given them.

* Now Stone, West of Broad Str.

AUTHORITY.

Whereas the inhabitants of Brewer Street have by petition dated 15th March to the Burgomasters, requested, as the Brewer Street has been for some time impassable and they the petitrs are disposed to pave the said street with cobblestones, also offer to do it as an ornament and for the use of the City, which as necessity requires it and the Burgomasters of the abovenamed City so considering, and according to apostille to the aforesaid petition in date as above resolve to make a beginning with the same, and that it may be executed with greater diligence and unanimity, their Worships have deemed it necessary to appoint overseers and administrators thereunto: Therefore their Worships hereby appoint and authorize Isaack de Foreest and Jieronimus Ebbingh, who in presence of the presiding Burgomaster are to contract on the first opportunity this winter for the stones most serviceable for that work, so as to make a beginning in the spring, and in the presence of the presiding Burgomaster they are authorized after the completion of the work to assess proportionably for the expence incurred therein each house standing in the aforesaid street. Thus done and resolved in the Court of the Heeren Burgomasters of the abovenamed City the 24th January 1658.

By order of the Heeren abovenamed,

Joannes Nevius, Secrety.

Whereas yesterday was exhibited to the Court the Apostille to the petition from the Burgomasters and Schepens presented to Director General and Council, in the terms following.

Apostille. Petitioners are referred to the Apostille granted to their petition in date 28th January 1654. Done in the Assembly of the Director General and Council holden in fort Amsterdam in N: Netherland the 22d January, Ao 1658.

Under Stood,

By Order of the Honble Director General and Council aforesaid.

C. Van Ruyven, Secretary.

On which Apostille the Court resolves to present the following petition to the Honble Director General and Council requesting further explanation of the aforesaid Apostille:—

To the Right Honourable Director General and Supreme Council of N. Netherland.

R^{t} Hon^{ble} Sirs,

The Burgomasters and Schepens of the City of Amsterdam in N. Netherland, remonstrate with all submission as Your Hon^{rs} were pleased to mark in the margin of the petition dated 22^{d} January of this year—Petitioners are referred to the apostille granted to their petition dated 28th January 1654—and as they, petitioners, have seen the Apostille A^{o} 1654, wherein they were told to draw and receive their *honorarium* from the revenue of this City, and as this is very slender and inadequate to the expenses which the City daily requires, they respectfully request Your Honours, that you will be pleased to afford them further declaration thereon; which doing, we remain

Your Honours Servants,

The Burgomasters and Schepens.

By order of the Burgomasters and Schepens,

Joannes Nevius Secrety.

In Amsterdam in New Netherland the 24th January, 1658.

And whereas the contract written by the late Secretary Timotheus Gabry is lost, which was made between the Burgomasters and the Orphan Masters regarding the house and lot of the children of Jacob Loper dec^{d} standing in the *Heer-Graght*, * the Burgomasters therefore resolved to order an attestation of said contract and to write a letter to the late Secretary. The order of the certificate is deferred.

The letter reads as follows:—

To Sieur Timotheus Gabry.

A^{o} 1658, ady 25th Jan^{y} in Amsterdam in N. Netherland.

Worthy, discreet and good friend—Health.

These serve to let you know, that the Burgomasters of this City have caused me their Secretary to search for the contract made with the Orphan Masters of this City and written by you, for the house and lot of the children left by N. Loper dec^{d} which stands by the *Heer Graght* next the house and lot of Joghim Pietersen Cuiter, dec^{d}; and as the abovenamed Heeren require the aforesaid contract and find it not either among the papers in the City Hall nor lying with the Secretary, neither is it regis-

* Now East side of Broad Str.—B. F.

tered, which appears to their W: very strange they, therefore, request you, whether the aforesaid contract happens to be unexpectedly among your papers, to send it over by the earliest opportunity, or if it be not among your papers to advise us where to the best of your recollection it may be, as it is of much importance. Whereupon relying we commend you with friends generally to the merciful protection of the Almighty.

Your obed^{t} friend,

Joannes Nevius.

By order of the Heeren Burgomasters and Schepens.

The superscription is, Hon^{ble} discreet, Sieur Timotheus de Gabry residing in the South River.

On the 25th January 1658 is received the Apostille to the petition of the Burgomasters dated 22^{d} January 1658 regarding the having some of the proceeds of the Weighscales. The Apostille reads as follows:—

The Director General and Council cannot condescend to grant the aforesaid petition without the advice of the Lords Directors, because the Weighscales is a domain or *regalia* exclusively depending from the right of Patroonship. Meanwhile we are compelled to remark with surprize, as regards the above and other like petitions—what may answer for apostille —that it is the practice in our Fatherland, as well in Cities as in Villages, for whose advantage or ornament any public buildings are constructed, that the means to effect these are solicited and obtained from the citizens and inhabitants, for whose benefit such constructed works are intended without curtailing the general revenues, as the Burgomasters and Schepens have from time to time endeavored to do, contrary to the advices and remonstrances both of the Directors and of the Director General and Council, and as they still aim at by petitioning for the grant of some of the domains of the Company or some other new taxes, which have rather a tendency to fall heavily on others besides themselves or on the Burghers and inhabitants of this City; to consent to which would expose the Director General and Council to censure.

What further regards that same point, that many repairs are required for the City walls etc.

Although the Director General and Council fully apprehend, that the construction of some public works may be necessary and others require repair, and that all this cannot be effected without money; yet the Direc-

tor General and Council find themselves compelled, with great regret and anxiety to say that the revenues, with which the City has been already favored have not always been administered as prudently as this could and ought to have been done. Passing by the occurrences during the years 1652 and 1653, regarding the granted tavernkeepers excise, we shall only say, that since that period there have been granted to Burgomasters and Schepens—

First, an assessment on all Burghers and inhabitants, Scots, merchants and factors, amounting according to the entries to about.....fl. 6000.
and that for the discharge of the debts incurred in the last attack by the Indians. Whether it was employed for that purpose is referred to the knowledge of the Burgomasters and Schepens themselves.

Secondly they were allowed a moderate Burgher excise on wines and beer consumed, farmed last year for the sum of..... 4200.
This year for..... 3700.

Thirdly a moderate duty on slaughtered cattle farmed last year for..... 720.
This year for..... 1457.

Fourthly, they were allowed a tapsters license similar to a workhouse permit, at one pound Flemish per quarter from each tapster.

Fifthly, the stamping of all measures, cans, barrels and weights.

Sixthly, the Director General and Council have granted and conveyed to the Burgomasters the unconceded lots within this City's walls.

Seventhly, the Great and Small Burgher-right. What these four last amount to is unknown to the Director General and Council, as no a/c thereof has been rendered to them to this date.

Eighthly, the Director General and Council have advanced to Burgomasters and Schepens by way of a loan to the repair of the Canal (*Burghwal*)..... 1000.
and have seen no proper a/c either of one or the other.

Again Burgomasters were allowed for once, lately, one beaver from each house within this City.

And one guilder yearly from each chimney.

After this a necessary tax was imposed on vacant lots, to wit, the 15th penny, which last revenue ought exclusively belong to the Patroon or their Director General and Council according to the ground briefs or patents. Nevertheless, in consideration of the lowness of the City Treasury, and in hope of good administration it was granted to Burgomasters. These though some are small, will when added together amount to a respectable sum.

However that the City may be at once relieved of the old and new debts, the Director General and Council consent, but on approval and ratification by the Lords Directors and not otherwise, that hereafter a just fourth part of the Scales shall be paid to the City Treasurer or Receiver, provided that always a proper a/c and reliqua thereof and of what is further granted and still to be allowed, shall be rendered; and that Burgomasters shall hereafter, should additional revenue be considered requisite for the City's purposes, provide and demand supplies, which regard not the general government, but the commonalty of this City. Thus done in the Assembly of the Hon^ble^ Director General and Council holden in Fort Amsterdam in New Netherland the 25th January 1658.

Under Stood By order of the Hon^ble^ Director General and Councillors of N. Netherland.

C. van Ruiven, Secret^y^.

Monday, 28th January 1658. In the City Hall. Present the Heeren Nicasius de Sille, Paulus Leendersen vander Grift, Allard Anthony, Wilhelmus Beekman, Joannes de Peister, Govert Loockermans, Hendrick Jansen vander Vin.

Nicasius de Sille first High Councillor and Fiscal of N. Netherland and Acting Schout of the City of Amsterdam delivers in Court, besides an Ordinance and resolution on the fees of Secretaries, Notaries and clerks and such like functionaries, a letter from the Director-general and Council which reads as follows

Hon^ble^ beloved, particular,—

This serves only as envelope for our accompanying Ordinance and

Resolve on the fees of Secretaries, Notaries, Clerks and such like officials; which our Ordinance your Worships will publish, and also cause the aforesaid officials to obey it according to its tenor before your Worshipful Bench.

Further we have about this time of the nomination and election of new Magistrates of this City, taken into serious consideration and reflection, the small number of the Great Burghers and the consequent trifling change of persons fit therefor; for these and other reasons us moving, we have found it advantageous and necessary for this City, to increase the aforesaid number of Great Burghers, and to reinforce it with six old and suitable persons, to wit

Isaacq de Foreest,
Fredrick Lubbersen,
Borger Joris,
Nicolaes Verlett,
Jeronimus Ebbingh,
Pieter Cornelissen Vander Veen.

On whom we hereby confer and grant the Great Burgher Right. Wherewith ending we shall after cordial salutation, commend you to God's protection and Remain

Your Honours' Affectionate Friends,
The Director General and Council of N. Netherland.
Under Stood By Order of the same.
C. Van Ruiven, Secret^y.

Fort Amsterdam, the 28^th^ January 1658.

The Superscription was, Hon^ble^ Beloved, Particular, Schout, Burgomasters and Schepens of the City of Amsterdam in N. Netherland.

And the above written persons are approved by Burgomasters and Schepens.

Burgomasters and Schepens also approve a certain letter from the Schout Nicasius de Sille to the Commander Aldrix in the Southriver in the Colonie Amstel regarding the arresting and not alienating of the goods of Jacob Eldersen, a fugitiye from the public prison.

Whereas Director General and Council of N: Netherland have sufficient evidence by their own experience in certain bills of costs exhibited before them, as by remonstrances and complaints of others presented to

them, of the exactions by some Scriveners, Notaries, Clerks and other licensed persons by demanding and collecting excessively large fees and money for writing from contending parties almost for all sorts of instruments, to the manifest, yea, insufferable expence of judgments and judicial costs, some led by covetousness and avarice so far that they are ashamed to make a bill of or specify the fees demanded, but ask, if not extort it from parties in gross. Therefore the Director General and Council wishing to provide for the better and more easy administration of justice, hereby ordain, enact and command:

That no person shall henceforward presume to draw up or write any public instruments, unless he be qualified or licensed thereunto as Secretary, Notary or Clerk by the Director General and Council, which qualified or licensed person shall be bound to be satisfied with such fees as are fixed by the Director General and Council therefor and renew every year on the 5th February the established oath to submit themselves unconditionally to the Ordinances enacted, or to be according as occasion requires, enacted, regarding Secretaries, Notaries and Clerks and such like offices, and to obey them in manner as follows:—

Firstly, all Secretaries, Notaries and Clerks or such officials shall keep a regular Record or Journal, in which if necessary or required can immediately be seen what is transacted before them, and for what they make a demand of such fees and render an a/c.

Secondly, No Secretary, Notary, Clerk or such like official shall ask money in hand from any person or take or receive any presents, nor compound nor agree with any one about fees or engrossing money to be earned, as such compounding and previous bargaining before final judgment may prove detrimental to the losing party in case he be condemned in the costs and mises of justice; but the aforesaid officials or such shall have themselves paid for the executed instrument according to this Ordinance, or at the termination of the suit by rendering a pertinent bill or specification of what they have written, drawn out, done or copied without entering in such bill or specification in gross any extra costs, and all this according to the fees fixed therefor, without demanding or exacting from their principals any thing else or more, under penalty of their office and fifty guilders fine on those, who shall be found acting contrary hereunto.

Thirdly, the Secretary, Notary, Clerk or official shall sign with his own hand and when required seal with his signet all instruments executed before him, on condition of receiving six stivers for his seal in addition to his established fee.

Fourthly, the Secretaries, Notaries, Clerks and similar officials are bound, when required, to give acquittance or receipt for the earned and paid fee, that the same may be used as need be.

Finally and lastly, all Secretaries, Notaries and Clerks shall be bound to serve the poor and indigent who demand it as an alms, Gratis and for God's sake; and may ask and take from the wealthy the following fees:—

For a plain petition written on one side of the paper 18 stivers, and if the petitioner will have it booked or registered for the copy 12 stivers.

For a plain demand as above, 18 stivers.

For an answer, reply or rejoinder engrossing two guilders; copying 24 stivers; but should the answer, reply, rejoinder, demand or petition require more writing than one half sheet of paper, for each page of 25 to 30 lines with each line of 30 to 36 letters, 30 stivers.

For a deduction; for each page of 26 to 30 lines with 30 @ 36 letters in the line, 2 guilders.

For a petition in appeal to be presented to the Director General and Council two guilders ten stivers.

For a petition of revision, reformation, reduction, rehearing, purging, complaint, pardon or grant of land, to be presented to the Director General and Council two guilders 10 stivers; if it exceed the second or third page, 24 stivers per page, lines and letters as above.

For a petition as before, to some inferior Court 36 @ 40 stiv^{rs} or 20 stiv^{rs} per page, lines and letters as before.

For a judgment 30 stivers.

For extracts from their books 20 stiv^{rs} per page, lines and letters as before.

For a contract, obligation, assignment, declaration, lease or deed 30 stivers; for the copy 20 stivers.

For a verbal consultation, the matter being to be brought before the Director General and Council 20 stivers, on condition the Notary is bound to enter the time and matter whereon, in his journal.

For an inventory of documents to be delivered by parties, 15 stivers.

For drawing up an interrogatory and entering the queries 10 stivers per page; provided 7 @ 8 interrogatories are on one page; for entering the answers on the opposite side also 10 stivers.

For a days journey with or without their principals, when required, four guilders, in addition to conveyance and board; but going with their principals when requested, within the City, village or place, 20 stivers.

For one attendance at Court, in the absence of, or with, their principals 15 stivers; neglecting it they shall repair the defaults and damage thereof.

No drinking treats, nor any other extraordinary presents, gifts or *douceurs* shall be entered in any bill, nor demanded nor asked by the Secretaries, Notaries, Clerks or similar officials; and these preceding articles shall be published, affixed and observed not only within all places within this N. Netherland Province where men are accustomed to make publication, but shall be privately read by the Fiscal, Schout and other subaltern Magistrates to the Secretaries, Notaries, Clerks and such like, both now and on the 5th February of every year, not being Sunday, in their respective Boards, and take an oath from them, that they will strictly regulate themselves accordingly, and in case of refusal deprive them of their office and place, expressly forbidding them directly or indirectly to write any instruments for any person, under a penalty of fifty guilders for the first, twice as much for the second time, and for the third offence to be arbitrarily punished at the discretion of the Judge. Thus done at the Assembly of the Honble Director General and Council holden in Fort Amsterdam in N. Netherland the 25th January Ao 1658.

Was undersigned

P. Stuyvesant.

Lower Stood, By order of the Honble Director General and Council of N. Netherland.

C. van Ruiven, Secrety

Whereas Jacob Eldersen, brewer's man, was imprisoned two several times for committed offence and was discharged on bail the first time, and has now absconded for the second, all burghers and inhabitants of this City are, therefore, ordered not to harbour nor hide him, but to immediately surrender him, under the penalty previously enacted therein; and Jacob Eldersen is moreover summoned, for the first time, to come within

eight days to this City Hall there to hear all such demand and conclusion as the Schout shall have to make, in default whereof he shall be proceeded against by the Schout to final judgment. Thus done and published together with the foregoing resolution and Ordinance of the Fees, after the customary ringing of the bell of the City Hall of this City Amsterdam in N: Netherland the 28. January 1658.

By order of the Schout Burgomasters and Schepens of the City aforesaid. Joannes Nevius, Secret^y

The 30^th^ January being Wednesday. In the City Hall. Present the Heeren Paulus Leendersen Vander Grift, Allard Anthony, Joannes de Peister, Govert Loockermans, Hendrick Jansen vander Vin.

Agreeably to the arrangement of last Monday eight days, the Burgomasters and Schepens exhibit in Court in writing, each his Nomination of succeeding Burgomasters and Schepens.

The votes being collected are found

For Burgomaster

Olof Stevensen Cortlandt	6
Wilhelmus Beeckman	6

For Schepens

Pieter Wolfertsen van Couwenhoven	6
Cornelis Jacobsen Steenwyck	6
Jacob Kip	5
Jan Vigne	6
Pieter Cornelisen van der Veen	5
Joannes Montagne	1
Hendrick van Dyck	2
Jacob Strycker	4
Hendrick Kip	3
Isaack de Foreest	6
Pieter Rudolfus	3
Frerick Lubbersen	2

And whereas the votes for an eighth Schepen stick, it is *de novo* asked who is to be put in Nomination ?

Pieter Rudolfus is by plurality of votes nominated

The following are put in Nomination by Plurality of Votes:—

For Burgomaster

Olof Stevensen Cortlant,
Wilhelmus Beeckman.

For Schepens

Pieter Wolfersen van Couwenhoven,
Cornelis Jacobs Steenwyck,
Jan Vinge,
Isaack de Foreest,
Jacob Kip,
Pieter Cornelisen van der Veen,
Jacob Strycker,
Pieter Rudolfus.

Hon^ble^ Valiant Sirs—

Whereas your Hon^rs^ were pleased to favor the Schout, Burgomasters and Schepens of this City of Amsterdam in N: Netherland with the nomination of the succeeding Burgomaster and Schepens, and the time of election is at hand, the above named Schout, Burgomasters and Schepens do therefore present by nomination the following persons to your Honors.

For Burgomaster

Olof Stevenzen Cortlandt,
Wilhelmus Beeckman.

For Schepens

Pieter Wolfersen van Couwenhoven.
Cornelis Jacobsen Steenwyck,
Jan Vigne,
Isaack de Foreest,
Jacob Kip,
Pieter Cornelissen vander Veen,
Jacob Strycker,
Pieter Rudolfus.

Requesting your Hon^rs^ to elect therefrom those, who are the most competent, the most intelligent and fittest for the service and advancement of the City and dwellers within its jurisdiction. Done 31^st^ January 1658 in the City Hall at the Court of Schout, Burgomasters and Schepens of the City of Amsterdam in N. Netherland in presence of Pieter Tonneman,

High Councillor of New Netherland and Deputy of the R^t Hon^ble Director General and Supreme Council of N. Netherland.

By order of the Schout, Burgomasters and
Schepens of the City aforesaid;
Signed, Joannes Nevius, Secret^y

To the R^t Hon^ble Director General and Councillors of N. Netherland.

This day received the Director General and Council's Apostille to the Burgomasters and Schepens' petition delivered in to the Director General and Council in date 24 January last; and it reads as follows:—

The Director General and Council consider the apostille rendered to be sufficiently plain, and no further explanation to be necessary; nevertheless the petitioners requesting further declaration, and maintaining that the City's revenues are small and are inadequate to the expences the City daily incurs, though neither the necessity, nor the correct receipts and administration have been as yet exhibited to the Director and Council, yet by way of advice and apostille it may serve, (should matters be as the petitioners represent), that they consider on some means of subsidies, pursuant to our last apostille dated 25^th instant, from which the old and newly contracted City's debts being first satisfied and paid, the further necessary City works and expences may be provided for, and consequently the *Honorarium* of Burgomasters and Schepens met; meanwhile the petitioners have to acquiesce and to follow their predecessors' written petition and the apostille granted thereon in date 25^th January 1656. Thus done in Fort Amsterdam in N: Netherland the 29^th January 1658.

Was undersigned P: Stuyvesant.

Lower stood, By order of the Hon^ble Director
General and Council of N. Netherland.
C. van Ruiven, Sec^y

Thursday 31. January 1658; In the City Hall. Present the Heeren Nicasius de Sille, Paulus Leendersen vander Grift, Allard Anthony, Joannes de Peister, Hendrick Jansen Vander Vin.

The letter dated the 30^th January 1658, nominating the succeeding Burgomaster and Schepens is returned through the Schout Nicasius de Sille from the Hon^ble Director General and Council, with the following enclosure:—

Though the Director General and Council of N. Netherland make no exception to the abovementioned nominated persons, but are well pleased with them, yet they cannot approve or consent to the nomination, because it was not made in presence of the Schout who is, according to the Instruction of the Hon^ble^ Lords Directors, head of the bench, moderator and collector of the votes and who has a double voice in case of equality of votes—nor in accordance with the Director General and Councils Order and apostille dated 18^th^ January 1656, by which the nomination is left to the Bench, on condition that the nomination shall take place in presence of the Deputy to the Director General and Council, if it please these; They should have, therefore, notified the Director General and Council before the time of the nomination, and requested his Hon^r^ or another to assist at the nomination according to the concession. The letter or exhibit of the nomination, also, is not signed as it ought to be, in the name of Schout, Burgomasters and Schepens as the approved Instruction implies. The Director General and Council therefore cannot approve the nomination made, much less proceed to the election, until the manner and form required at the nomination be observed and respected. Done in the Court of the Director General and Council of New Netherland, holden in the Fort Amsterdam the last of January, A^o^ 1658.

Under Stood By order of the Hon^ble^ Director
General and Council of N: Netherland.
C. van Ruiven, Secre^ty^

The Court having seen the reasons, why the Director General and Council have not been pleased to accept the Burgomasters and Schepens' nomination of their successors, as such was not made, according to Instruction, in presence of the Schout and was also in absence of one of the Deputies, therefore the Schout being with the Heer Pieter Tonneman, High Councillor, in Court, concludes that the nomination be made *de novo*. Whereunto Burgomasters and Schepens answer, they cannot make any other nomination persisting in their previous nomination principally as the Board is not complete.

The Schout replies as the Board is not complete and nothing can be done before Lady-day, he refers it to the opinion of the Director General and Council. Thus done in the Court of Schout, Burgomasters and Schepens in the City Hall in presence of the Heer Peter Tonneman High

Councillor and Deputy of the Heer Director General and Council of N. Netherland the 31st January 1658.

The Court concluded to hand *de novo* to the Direct^r^ General and Council the enclosure of the preceding letter of nomination with the exhibit by order of Schout Burgomasters and Schepens hereinbefore written according to the tenor and changing thereof, and the same was placed in the hands of Secretary Cornelis van Ruyven on the first February 1658, at the office of the Secretary of Director General and Council.

Friday, the First of Feb^y^ 1658. In the City Hall. Present the Heeren Nicasius de Sille, Paulus Leendersen vander Grift, Allard Anthony, Joannes de Peyster, Govert Loockermans, Hendrick Jansen Vander Vin.

The Heer Assessor Pieter Tonneman and Secretary van Ruiven appear in Court delivering in to it an extract from the Register of Resolutions of the Honble Director General and Council of N. Netherland, and reads as follows:—

Extract from the Register of Resolutions of the Hon^ble^ Director General and Council of New Netherland adopted in their Hon^ble^ Assembly, on Friday first February 1658.

The Director General and Council approve of the nomination in manner and form as it is signed, for this time, and therefore shall in due season elect some from it, whom they hope will be fit. But as the Director General and Council were verbally informed and acquainted by their Deputy, that Burgomasters and Schepens roundly asserted, that none of the Company's servants should be nominated these are hereby required promptly to state why not, if they possess as much fitness as others, the rather as such is directly contrary to the order observed in our Fatherland, that those in the service of Companies, yea in public service are also employed in City's service; By such course is specially nullified and opposed the favor of the Director General and Council of the Great Burgher right, which implies that all such and only such (provided that in conformity to the Instruction they are supporters and professors of the Reformed Religion) can be promoted to the Citys service and be consequently nominated. Further seriously demanding and ordering in the first place, so that the jealousy may be removed should any of the

Burgomasters and Schepens have conceived any rancour against the Company and their servants, that they couch their accusations against them in writing, and deliver them to our present Deputies Pieter Tonneman and Secretary van Ruiven, in order that those accused of any fault may legally defend themselves, and those found guilty be corrected. Whereunto the Director General and Council await. In case of refusal Director General and Council hold themselves and their principals guiltless of any clandestine calumnies or stories, which may be circulated behind their backs. Done Fort Amsterdam in N. Netherland. Ady as above. Was signed, P. Stuyvesant.

Lower Stood: Agrees with the aforesaid Resolution,

C. van Ruiven, Secretary.

The Assessor Pieter Tonneman and Secretary van Ruiven are hereby appointed to hand the above extract to the Burgomasters and Schepens, to request their answer, and to render to the Director General and Council due return of what may occur to them. Done Fort Amsterdam in N. Netherland. Ady first February A°. 1658. Was signed,

P: Stuivesant.

On which writing, Secretary Cornelis van Ruiven states these to be what the Director General and Council wish to know; saying as some conversation took place at the last meeting as to putting the Company's servants in nomination, what reasons had the Burgomasters and Schepens for not allowing the Company's servants to be nominated? To which the Court answered, that such occurred in the way of conversation from one of the members after the Bench adjourned, but there never was any debate upon it, and that the Burgomasters and Schepens have no objections against the Company's Servants; which abovementioned writing is delivered to the Deputies of the Director General and Council and reads as follows:—

Extract from the Resolution of Burgomasters and Schepens of this City of Amsterdam in N: Netherland.

Friday first Febʳʸ: 1658.

Burgomasters and Schepens make answer to the Resolution of the Director General and Council sent this day to them, that they did not say as a body (*collegialiter*), that none of the Company's servants should hold office under the City, and if one of the Board should have said so, that it

is a private affair not concerning the Bench. Yet it cannot be taken ill, for the servants in office under the Company have occupation enough and could not attend to the City's affairs. They further add that they have nothing to say regarding the unfitness or incapacity of the servants of the Hon^ble^ Company. Agrees with the aforesaid Resolution.

Was subscribed, Joannes Nevius, Secret^y^

Extract from the Resolutions of the Hon^ble^ Director General and Council of N. Netherland adopted in their Meeting on Saturday, 2^nd^ February, 1658.

Whereas according to the privilege of this City some of its Magistrates, who have served out their time yearly retire, and others are chosen by the Director General and Council of N. Netherland in their stead; Therefore, the Director General and Council aforesaid, after invoking God's holy name, have, from the nomination made, elected and confirmed, as they hereby do, for the ensuing year, the Heer Paulus Leendersen vander Grift as old Burgomaster; Olof Stevensen van Cortlandt, Burgomaster, Joannes de Peister, Presiding Schepen, Pieter Wolfersen van Couwenhoven, Jacob Strycker, Cornelis Steenwyck, Isaack de Foreest, Schepens, who are presented to the Commonalty that they be esteemed and respected as it behooves. Done Amsterdam in N. Netherland: Ady as above.

Agrees with the aforesaid Resolution,

C. van Ruyven, Secret^y^

Monday, 11^th^ February, 1658. In the City Hall. Present the Heeren Nicasius de Sille, Paulus Leendersen vander Grift, Olof Stevensen van Cortlandt, Joannes de Peister, Pieter Wolfersen van Couwenhoven, Jacob Strycker, Cornelis Steenwyck, Isaack de Foreest.

The Schout Nicasius de Sille, pltf. v/s Colombe and Jan Rutgersen, defts. The Schout states, that the deft. Colombe beat Jan Rutgersen with a thorn stick, so that the blood followed, according to the petition of Jan Rutgersen exhibited in Court. Therefore demands the sum of fl. 70. for smart, pain and surgeons fees; and accordingly he the Schout demands from deft. Colombe the fine pursuant to the eleventh chapter of Roseboom, last paragraph, with costs herein incurred and yet to accrue. Deft. answers, that he has agreed with Jan Rutgersen and that he paid accord-

ing to judgment. Deft. is asked why he struck him? Answers because Jan Rutgersen said, You French bugger—and thereupon struck him at the shore. Deft. Colombe is further asked, why he did not prove it pursuant to the order dated 15th Octob: 1657? Answers, that the man said, we are friends; let us settle and that Gysbert op Dyck then said he brought him the money that all was dead and nought. Gysbert op Dyck appears in Court; is asked if he, Colombe had brought money? Answers, Yes. Is further asked if he told Colombe that all was dead and nought? Answers, No. The Court condemns the deft. Colombe to pay to the officer as a fine the sum of fl. 25. to be applied as is proper, and to Jan Rutgersen the sum of 10 guilders for smart, pain and Surgeons Wages.

M: Jacob Hendrickzen Varrevanger, pltf. v/s Joost Teunizen, baker, deft. Pltf. says, he bought from Joost the baker the house, in which deft. lives, and as he has not given him a deed of it, he is not obliged to bear any charges coming on it, such as grading; thatched roof; also the expence of paving the street. Deft. exhibits in Court the deed of sale and after agreement annexed thereto, wherein it is mentioned that the seller must deliver a deed to the buyer in the last of April, when also payment of the house must be made; also exhibits over and above a lease of said house hired to him for one year. Pltf. replies, he is not bound to incur the expence of the roof. Whereunto deft. answers, he is not bound to bear them, as he regulates himself according to the deed of sale and after contract. The Court having heard parties, and having examined the deed of sale and after contract, also the lease, decree that the buyer is bound to bear the expences, which may be incurred on the house.

The Schepen Cornelis Steenwyck and Pieter Jacobsen Buys, pltfs. v/s Jacob Wolfersen van Couwenhoven, deft. Whereas Jacob Wolfersen has failed to point out (according to promise dated 21. January), where they shall get their pay amounting to the sum of fl. 643: 19., pltfs. demand, that the mortgage be sold by execution, that they may get their monies. Deft. demands copy of the declaration to answer thereunto in writing on next Monday. Whereupon he is asked, if he has objections to any of the items? Answers, if he had no objections he should ask no copy. The Court order copy to be furnished to party to answer thereunto on the next Court day on pain of being deprived of further right.

Nicolaes de Meyer, pltf. v/s Jacob Wolferzen van Couwenhoven,

deft. Whereas he, pltf., has bought the stone house, in which he lives, also the mill and lot from the deft. Jacob Wolfersen and paid for them according to two several receipts exhibited to the Court, and as the stone house, mill and lot stand mortgaged to the attornies of Wallewyn vander Veen for payment of fl. 3543: 19 stiv., the pltf. demands in writing, that the aforesaid mortgage be erased from the Register. Jacob van Couwenhoven appearing in Court is asked, if the house be conveyed to the pltf. and if he be paid by him? Answers, Yes. The Court order, that the mortgage be annulled by Walewyn vander Veens agents, as it appears that the same is paid according to receipts exhibited in Court.

Beletje Jacobs pltf. v/s Mattheus de Vos, Jacob Teunisen, Frerick de Drayer and Jan Eversen Bout, defts. Pltf. says, she sold a lot to Frerick de Drayer and he will have it deliver^{d} to him at thirteen inches to the foot. The Court enquires of her for the contract and who wrote it? To which she answers, Notary de Vos, who exhibits the contract to the Court. Deft. says it was sold at 13 inches to the foot, taking as evidence Jacob Teunisen and Jan Eversen Bout; Whereupon Jan Eversen Bout is asked, what he knows of the matter? Answers that thirteen inches were mentioned, but not written and he signed the conditions as written. Jacob Teunisen is asked what knowledge he has of the case? Answers that thirteen inches were mentioned. The Court orders the pltf. to deliver the lot to deft. according to contract.

Hendrick Willemsen, baker, pltf. v/s Joost Teunisen, baker, deft. Pltf. says he bought a house of deft. and requests that the ground be measured; and he caused deft. to be notified through Eslandt to have the ground measured, but he would not. Deft. answers, that he has given a deed of it, and if he will have the ground measured, that he may do it, as he wil not measure other people's land. Pltf. exhibits in Court an award of arbitrators dated 3^{d} May 1657 made by Sieurs Abraham Nickels and Peter Cornelissen vander Veen, and written by the Notary Dirck van Schelluyne. The Court decree, if Hendrick Willemsen will have the ground measured, that he may do so, if he please.

Hendrick Willemsen Baker appears in Court, and says that he had some grain at the *New Town** mill in the Indian war; also Joost Teunisen baker; and that the English had taken from Joost the baker a sack of

* On Long Island.—B. F.

grain and consumed it, and that Joost de Baker took one of his sacks with flour and spilled it into his sacks; being willing to confirm the same by evidence. The Schout ex officio demands a view of the affidavits. The Court orders Hendrick Willemsen Baker to prove it at the next Court day.

Jacob Wolfersen van Couwenhoven, pltf. v/s Ragel van Tienhoven, deft. Deft. in default.

Tryntje van Campen, pltf. v/s Pieter Jansen, deft. The deft. in default.

Tryntje van Campen, pltf. v/s Cornelis Hendrikzen, deft. Pltf. demands payment of fl. 50 from deft. as appears by obligation exhibited in Court. Deft. says, he has it not, and that pltf. must have patience until summer; admits the debt, and that he has paid some of it. The Court orders deft. to pay pltf. according to obligation, deducting what has been paid on it.

Adriaan Keiser requests by petition, inasmuch as the Court on the 8th Octobr 1657 ordered provisional sequestration of fl. 1200. in good merchantable tobacco, in the suit between the Notary Dirck van Schelluyne as attorney of Jan Gillisen and the petitioner and as the suit has remained rested to this time, that the Magistrates be pleased to appoint 2 @ 3 arbitrators to examine the proofs on both sides and to report to the Court, or to authorize them as umpires to whose decision the petitr promises to submit and to pay the award and whatever may still remain due, as petitionr as far as he is concerned would willingly see the case terminated. Whereupon is apostilled—The Court orders copy to be furnished to party, to answer thereunto at the next Court day.

Nicolaas Velthuysen appears in Court and complains that Saartje Sandels goes censuring him, saying, that he had at home an order from the Court to leave the country with his wife and children; which Saartje denies in Court. Whereupon Merritje Jurriaans, being requested as witness by Nicolaas Velthuysen, declares in Court, that Saartje abovenamed told her, he Nicolaas Velthuyzen had an order at home to depart. The Court therefore reprimanded the abovenamed Saartje Sandels and order that she keep her mouth shut—and on the judgment of the Court not to go snapping and cackling—which she promises to observe.

Nicolaes Velthuysen requests by petition a discharge from the fl. 120

brought in a/c against petit^r by Cristiaan Nysen, for disbursed board and drink and other charges; also to be released from two extraordinary Court days and to be granted permission to carry on his business, if the Court find it to comport with moderation. Whereupon the Court orders —The petitioner shall pay Cristiaan Nysen for board, drink, attendance and washing for Jan van Deventer's a/c. 8 gl. per week, amounting for six weeks to fl. 48: one extraordinary Court day, fl. 38. And further according to the a/c furnished him and he was further allowed and permitted to pursue his business on condition that his behaviour shall be observed.

On the answer of Jacob Cohn, a Jew, Ordered: Copy to be furnished to party to answer thereunto at the next Court day.

Thursday, 14 Feby. 1658, the Heer Nicasius de Sille and the Heer Pieter Tonneman handed to the Heeren Burgomasters a Petition from the Heer Direct^r General, reading as follows:—

To the R^t Hon^ble Councillors of N: Netherland and the W: Burgomasters of the City Amsterdam therein.

Petrus Stuyvesant, your Honors petitioner, represents in due form and respect to the Councillors, to whom it appertains to grant the patent; also to the Burgomast^rs to whom the conveying of lots is surrendered, that he, to your Hon^rs ocular knowledge and evidence, fenced, dammed and raised up, at great cost and labour, out of the water and swamp, certain abandoned lots * granted in the year 1647 by the Heer Kieft, your petitioners predecessor, in quality as Director General to one Jan Pietersen, and conveyed by him, or his Attorney to one Thomas Baxter, a bankrupt and fugitive from this Province in consequence of great indebtedness, who during the troubles with the English had likewise plundered divers of the inhabitants of this Province; on which lot, now that about 8 @ nine thousand loads of sand are ridden to it which have not made it high enough, the petit^r has erected an expensive and handsome building; petitioner considering his lots not sufficiently secure in case of his dismissal from office or death, inasmuch as he has not as yet any proper Patent or deed, for he cannot give himself any unquestionable Patent or Deed,

* According to the Map of Manados or New Amsterdam, dated 1661, these lots were at the foot of Whitehall Str.—B. F.

though the lots in question reverted, in consequence of the absconding owner's abandonment and non appearance on being summoned by the ringing of the bell, to the Company as Lords and Patroons: He repairs therefore to you in due form, requesting your Honors as Councillors on the part of the Lords Directors after annulling the first deed, which however it is believed cannot be found on the Register, to be pleased to grant the petitioner a Patent and deed; and that the Burgomasters may be pleased to give proper conveyance thereupon, to the end that the petitioner and his lots may henceforward remain unquestioned and he may enjoy in peace the fruits of the great expence incurred and still be incurred.

The request of the Director General set forth in the annexed petition to the Councillors [having been considered] the ground brief was, after due measurement made, allowed. Done in Amsterdam in N. N. the 14 Feb: 1658. Was subscribed, Nicasius de Sille,
Pieter Tonneman.

Is thereon Apostilled:—Whereas Director Gen^{l} and Council have been pleased to grant to the City all vacant ungranted lots; and the General has ornamented the place with a handsome building and requests due conveyance thereof according to measurement, w^{ch} we cannot refuse him, but approve and laud it. Done Amsterdam in N. Netherland the 14 Feb. 1658. By order of the Burgomasters of the abovenamed City.

Joannes Nevius, Secretary.

The petitioner further remonstrates, that in virtue of a like deed, passed by said Heer Kieft in the Year 1647 aforesaid, to the behoof of Joghim Kierstede, (copy hereunto annexed), his brother Hans Kierstede, Surgeon of this place, claims a right to the lot lying south of the petitioners sheeted and fenced ground; Whether, in regard that neither Joghim Kierstede, the first owner, drowned in the Princess, nor Hans Kierstede holding actually his deceased brother's deed for eleven consecutive years, has not only not built on it, but allowed it to remain, as it still lies unsheeted, unfenced and unelevated, the said lot has reverted to the Company or continues the property of M^{r} Hans Kierstede as heir of his brother Joghim Kierstede, the petitioner does not intend to question, much less to abridge the claiming owner in his acquired right and property; the petitioner only requests, that the claiming owner, if he will continue in the possession, may be ordered to sheet, raise and fence in said

lot in a proper manner like a neighbour, to the end that your petitioner, his next neighbour, and other neighbours may not suffer damage nor loss thereby: it being the custom here and elsewhere, that neighbours do as neighbours and make the common sheeting among each other, or help to bear the expences: Which doing etc.

Hereupon is Apostilled:—Whereas Joghim Kierstede is seized of a lot south of the Director Generals lot, and the General requests, that his neighbour may be also ordered to sheet and raise the lot, and such is found to consist with justice, the Burgomasters therefore order the aforesaid Joghim Kierstede's heirs, to line and raise the same similar to their neighbours or to abandon the same. Done Amsterdam in N: Netherland the 14th Febr7 1658. By Order of the Burgomasters of the City aforesaid.

Joannes Nevius, Secret7

Whereas Jacob Eldersen, brewer's servant, was placed in confinement two several times for crime committed and was released on bail the first time, and has now, on the second occasion, broke jail and absconded; therefore all Burghers and inhabitants of this City are hereby enjoined not to harbor nor secrete him, but immediately to surrender him under the penalty herein enacted: And Jacob Eldersen is hereby for the second time summoned to appear within eight days at the City Hall there to hear all demands and conclusions the Schout shall have to produce, and in default thereof the Schout shall proceed to final judgment. Thus done and published after the customary ringing of the bell at the City Hall of this City of Amsterdam in N: Netherland, the 15th February 1658.

By order of the Schout, Burgomasters and Schepens of the City abovenamed.

Joannes Nevius, Secretary.

On the 18th Feb7 1658, Teunis Tomasen Quick appears at the office of the Secretary of the Burgomasters and Schepens of this City of Amsterdam in N: Netherland, and declares, that he appeals to the Honble Director General and Council of N. Netherland from the judgment pronounced by the Court here on the 11th Instant between him or his Wife and Frerick Arensen.

Monday, 18th Feb7 1658; In the City Hall. Present the Heeren Nicasius de Sille, Paulus Leendersen vander Grift, Olof Stevensen Cort-

landt, Joannes de Peister, Pieter Wolferzen van Couwenhoven, Jacob Strycker, Cornelis Steenwyck, Isaack de Foreest.

The Schout Nicasius de Sille, pltf. v/s Jan Cornelisen and Rutgert Jansen, defts. The Schout states, that about half a year ago Rutgert Jansen was beaten by Jan Cornelisen, so that the blood flowed, whereupon they were at law together, and the Court ordered, as Jan Cornelisen said, that Rutgert Jansen abused him as an Indian dog, from which the fight arose, that Jan Cornelisen should prove it, whereupon there was no result—demanding the fine thereon affixed, and that Jan Cornelisen shall be further condemned to pay Rutgert Jansen for smart and pain according to aforesaid Rutgert Jansen's petition exhibited in writing to the Court. Deft. Jan Cornelisen answers, he can prove that Rutgert Jansen had abusively called him an Indian dog. The Court orders him to produce his proof, which he does, and to this end: Joannes Withart appears, who declares, he heard and saw Rutgert Jansen and Jan Cornelisen having hard words together, and heard say, Indian and Indian dog and such like, whereupon blows followed. Jan Cornelissen says further, that he called Rutgert Jansen *Spitter baard*, as the abovenamed Rutgert Jans was so named throughout the whole of Flat Bush, and he, Rutgert Jansen, called him an Indian dog. The Court condemn the deft. Jan Cornelissen to pay the Officer as a fine the sum of 12 gl. for having struck Rutgert Jansen, and Rutgert Jansen to pay the Officer for his foul and abusive language the sum of six guilders; Rutgert Jansen's further demand is dismissed.

The Schout Nicasius de Sille requests, as the previous judgments for fines were not paid, that the Court order the City Messenger to summon and renew these again, and be executed by the Marshal. The Court grant the Heer Schout's request.

Hendrick (Willemsen) the Baker appears in Court and the Schout Nicasius de Sille, ex officio, states that Hendrick the Baker was ordered on the last Court day, he should exhibit in Court his declaration to the effect, that Joost (Teunisen) the Baker took his flour from his sack and stuffed it in his own, which is produced by him this day in Court. Whereupon the Schout requests, that copy thereof be furnished to party Joost the Baker to answer thereunto at the next Court day. The W. Court orders party to furnish copy.

Nicolaas Boodt, pltf. v/s Mattheus de Vos, deft. Pltf. says a compromise written on the 3d September 1657 by the Notary Dirck van Schelluyn, touching some differences between him pltf., and Maria Polett, about her son Jan Gera, is signed which he exhibits to the Court requesting payment of costs amounting to the sum of fl. 132. Deft. answers, he is not obligated to pay until the pltf. shall have shewn the original obligation; exhibiting to the Court a letter recd from the Virginias from his wife Maria Polett, advising him that the obligation is in pawn, and remaining with Mr Hoon and Mr Custens. The parties having been heard the Court decrees, as further proof has arrived from Virginia from Maria Polet, wife of Mattheus de Vos, that the obligation is pledged in the hands of Master Hoon and Mr Custens, that the deft. Mattheus de Vos be ordered to prove within three months time or on the arrival of his wife, who has a right to the obligation and to send for an Acte from the Virginias, that the obligation is pawned. Meanwhile the pltf. is ordered to send for the original obligation, and on receipt of this the deft. de Vos is condemned to pay the obligation and the costs of suit according to compromise.

Geertje Hendrick, pltf. v/s Raghel van Tienhoven, deft. Deft. in default, but she is excused being sick. Pltf. demands payment of the sum of 30 guilders rent of half a house, which she, pltf., occupied and which is used as a sheepfold. Burgomastr Oloff Stevensen Cortlandt rising answers, as he was co-partner in the sheep, which were placed in the aforesaid house, that he shall speak to the other friends and partners about it; requesting postponement therefore until the next Court day. The Court grant the Heer Burgomaster Olof Stevensen Cortlant delay until the next Court day.

Pieter Jacobsen Buis appears in Court, requesting revision of the papers used in the suit at the last Court day. The Court persist in their previous judgment as there is no additional proof.

Pieter Jacobsen Marius, pltf. v/s Mighiel Tades, deft., arrested. Pltf. as having power from Hermanus Hertogh, which he shews to the Court, demands from deft. a/c and reliqua of the goods, which he deft. had brought with him from Holland, according to copy of contract dated 19 May 1654 entered into between him deft. and Bastiaen Hertogh, the father of the abovenamed Hermanus Hertogh; and provisional contumacy

of arrest. Deft. demands, previous to rendering a/c and reliqua, that he may have a return of the goods, which he claims were to be attached in Holland on his a/c. according to exhibit of a letter written in Amsterdam in date 30th March 1657. The Court orders deft. to render a/c and relqua to the pltf.; meanwhile the attachment is declared valid.

Rutger Jansen, pltf. v/s Cornelis Jansen, woodsawyer, deft. Deft. in default.

Hans Dreper, pltf. v/s Abba Clasen, deft. Pltf. demands payment from deft. of the sum of fl. 47: 2 for recd board and drink. Deft. admits the debt, but says he has no money. Requests delay until, he shall have made a journey to the Fort Orange. The Court condemns the deft. to pay the pltf. the sum demanded within the time of fourteen days.

Skipper Lauwerens Cornelisen Vander Wel, pltf. v/s Capt. Jacob, deft. Deft. in default.

Pieter Taalman, pltf. v/s Tomas Yongh, deft. Pltf. demands payment of the sum of fl. 60: 6 according to award of arbitrators. The Court orders the deft. to pay pltf. the sum of fl. 39: 6 within 24 hours on pain of imprisonment, and as regards the fl. 21. the pltf. is ordered to exhibit particulars thereof to the Court.

Jacob Wolfersen presents a petition to the Court requesting that before he answers in Court the suit entered by the attornies of Vander Veen, the Court will be pleased to refer this petition to the Rt Honble Director General and Supreme Council of N. Netherland to the end, that their Honrs would be kindly pleased in consideration of the aforementioned petition, to relieve him the petitionr of the last settlement made with Vander Veen, etc. The Court persists in his own offer given before the Court in date 21st January.

Dirck van Schelluine requests by petition, that the Marshal be authorized to put in execution the judgment which he has against A: Keiser. The Court persists in its previous judgment, and orders the monies to be sequestrated with the Secretary within 8 days time on pain of imprisonment.

The Schepen Cornelis Steenwyck requests, that the Court may put in execution the judgment pronounced Ao 1656 against Schepen Pieter Wolfersen van Couwenhoven, whereas the aforesaid van Couwenhoven is

looking to the bail, viz. Govert Loockermans and Dirck van Schelluyne, and he has demanded it by acquired right, with execution of the judgment pronounced against the bail. The Court orders the Secretary to look up the judgment, and to furnish it to the petitioner, as the newly appointed Magistrates are unacquainted with it.

The President informs the Court, that Nicolaas Boot has complained of his wife to him, and as said Boot is present he considers it proper, that he come in, who appearing in Court is asked if he have any thing to say of his wife, to state the same to the Court. Who answers, he did not think the matter w^{d} come before the Court; but now seeing it had, he requests that the Magistrates would be pleased to reprimand her for her irregular life, and if she will not amend, that they separate one from the other. Whereupon the City Messenger was ordered to summon Claas Boodts wife for the next Court day; but as the Board concluded the sooner 't was disposed of the better, the City Messenger is ordered to tell her forthwith to appear before the Burgomasters and Schepens. Merritje Joris, wife of Claas Boodt, appearing in Court is asked, how it happens that she behaves so that her husband complains of her, and that she goes drinking in all the groggeries and holes, and being drunk he cannot keep house with her and does no good. Answers, that she drinks her own and not his substance and he has not a stiver; that he himself goes drinking, rollicking and full, and she has not slept with him a long time, but were she a young woman he would have more affection for her, and he complains of me etc. She was further told, to live in peace with her husband, so that no more complaints should be heard of her. Answers, she will leave him as he frequently beat her and he divers times shut her out, and she is not disposed to live so, having always had wine and beer in the house, and that he had not put either wine or beer in the house for her, which is the reason she goes now and again for half a *Mutjie* and a couple of pots of beer and he does not pay the cost.

This date 18th Feb^{y} Mighiel Tades went to his house in the country by consent of the Schout under promise of returning the next day.

This date 19th Feb^{y} the Schout de Sille appeared at the Secretary's office of this City, and declares, that he appeals to the Honble H^{r} Director General and Council of N. Netherland from the judgment pronounced

on 11th Febr. by the Court between him the comparant and Colombie, which appeal he declares to be received by the Director General and Council.

This date 22d Febr. 1658 Jacob Eldersen is a third time summoned after the customary ringing of the bell of the City Hall of this City, Amsterdam in N. Netherland.

Thursday, 21st Febr. 1658. In the City Hall. Present the Heeren Paulus Leendersen vander Grift, Olof Stevensen Cortlant.

The Court resolves to propose to the Board on the next Court day, and to draft a resolution relative to the disposal of the fines.

The three labourers of the *graght* (canal) being summond. to Court, appearing are asked, how it happens that they do not come any more to work? Answer, the weather is unfavorable. Whereupon they are told, complaints were made, that there was nothing filled up—and they were therefore ordered to proceed and to promise to do so and that they should not stop. Meanwhile Sibout Clasen shall be charged to make his sheeting tight, and to promise to proceed next week, as the tide does not at present allow it.

Claas van Elslant presents a petition to the Court to be Keeper of the Shambles (*hal knecht*); Whereupon it was resolved to communicate it to the Director General.

Jan Jansen van Breste presents a petition to the Court requesting, that he may brand or mark the beer barrels. It is also resolved to communicate this to the Dr Genl.

According to Resolution Wernaar Wessels is granted the guaging of the barrels for all his life, but the marking for one year.

Whereas the nomination of Orphan Master and Church Warden is at hand, the Burgomasters have proceeded to the nomination.

For Orphan Master.
Allard Anthony,
Wilhelmus Beeckman.
For Church Warden.
Hendrick Jansen vander Vin,
Pieter Cornelissen vander Veen.

Allard Anthony is ordered to make an inventory of all the papers remaining with him regarding the City; also the a/c of the Great and Small Burgher right.

RENEWAL.

Whereas Burgomasters and Schepens of the City of Amsterdam in N: Netherland consider it necessary, that pursuant to the laudable custom of our Fatherland some sworn and assermented person be chosen and appointed to attend to the measuring of grain, lime and such like wares as are measured by the skepel and barrel. The Hon^ble^ Director General and Council of N. Netherland do therefore elect from those nominated by the Burgomasters and Schepens for the filling of said office, and is by us confirmed therein the person of *Jacob Leendersen vander Grift*, who is hereby made known to the Commonalty, that he be employed and used as sworn measurer in matters of receipt and delivery of any grain, lime or whatever is measured by skepels or barrels, who shall receive as fee for measuring of

From one skepel to 50..... one stiver
From 50 " to 100.....one *blank* (i. e. three farthings)
From 100 and upwards.....3 gl: or sixty stivers
For 1 barrel of Lime.....1½ stiv.

half of which the receiver and deliverer shall each pay.

And so that no difference may hereafter arise between receiver and deliverer, they order and direct that henceforward no person shall presume himself to measure any grain, lime or other wares deliverable by the barrel or skepel, which come from without by cargo or in bulk, or to have them measured by any other person than the aforesaid sworn measurer on penalty of three guilders for the first time, six guilders the second time, and arbitrary correction the third time.

But herefrom are excepted only all measurement, by those who trade in the article, or what passes from one Burgher to the other for their own provision, if they have no difference about it, and are satisfied with each other, which may be received or delivered, provided it be done with stamped measure according to previous ordinance. Thus done and renewed the 21^st^ Feb^y^ 1658 at Amsterdam in N. Netherland.

On the 23^d^ Feb: appeared at the Secretary's office of the Burgo-

masters, Christyntie Hermens and declares, according to a/c exhibited and communicated to the Presiding Burgomaster, who addressed her to the Secretary, that there is due her from Jacob Eldersen, brewers servant, the sum of fl. 55. in zewant balance: Requests she may come in concurrence with the other debts, as the afores^{d} Jacob's goods, attached by the Schout for his committed offence, are sold.

Monday, 25th Feb^{y} 1658. In the City Hall. Present the Heeren Nicasius de Sille, Paulus Leendersen vander Grift, Olof Stevensen Cortlant, Joannes de Peister, Pieter Wolferzen van Couwenhoven, Jacob Strycker, Cornelis Steenwyck, Isaack de Foreest.

Schout Nicasius de Sille, pltf. v/s Nicolaas Boot, deft. The Schout exhibits in writing to the Court, how unbecomingly Nicolaas Boot lives with his wife, shutting her up in her house without order or authority, nailing to the windows and doors, and also beating her, as she declared, being sent for eight days since to Court on the complaint of her husband against her. He demands as preserver of the law, that as he has assumed unto himself the authority of the Magistracy, he be brought for so many days into the public prison, and amerced or corrected in such punishment as the Magistrates shall judge proper as an example to others. Deft. denies having locked up his wife and demands proof. The Court order the officer to prove, that Nicolaes Boot has beaten and locked up his wife.

The Schout requests, that the Court would be pleased to appoint Commissaries in the case, and to that end the Court appointed the Schepens Joannes de Peister and Pieter Wolferzen van Couwenhoven.

Hans Dreper, pltf. v/s Pieter Janzen, mason, deft. Both in default.

Tomas Yongh, pltf. v/s Andrees Hoolwel, deft. Deft. in default.

Jan Rutgersen, pltf. v/s Claas van Elslant, the elder. deft. Are agreed.

Joost Teunizen, baker, pltf. v/s Jan Hobbe, deft. Pltf. states, that the deft. granted a certificate to Hendrick Willemsen, baker, regarding the removal by the pltf. of a sack of flour; wishing to prove by the deft. the contrary thereof; saying, that he had sent his men to Newtown to fetch flour, and that they had brought a wrong sack, which being acknowledged after the flour was out, they found it to be Hendrick the baker's sack. He pltf. coming afterwards to Newtown took one of his full sacks

and emptied it into Hendrick the baker's empty sack, and is again returned home. The Court first grant Jan Hobby the copy of the declaration being translated into Dutch, and as he is not acquainted with it, the original is ordered to be sent for. Which coming to Court from Hendrick the baker, was shewn and placed before Jan Hobby and being read to him, he says there is a mistake in it, and pointing out the same, which being interpreted by Schepen Cornelis Steenwyck, runs thus—That Joost the baker came from the Manhattans with an empty sack which he brought to the mill and said the sack did not belong to him; looking among the sacks found his lying among the bags and took his sack and emptied the flour into Hendrick the baker's bag, and took his empty sack home with him. And whereas the last verbal explanation is directly contrary to the first written declaration from which the Schout infers an evil intent, because it is deceitful declaration, he demands, that Jan Hobby be placed in confinement until further information come from Newtown and Flushing. The Court grant the Schout's request, and order him to take further information in the case.

Lauwerens Cornelisen vander Wel, pltf. v/s Capt. Jacob, deft. Pltf. says he loaned the deft. 22 lbs of tallow. Deft. admits having asked for the loan of some tallow, but denies the quantity and says he had only 11 lbs; being willing to prove the same by one of seamen who brought the tallow. Pltf. exhibits in Court a written declaration of Merten Lauwerensen, seaman, who declares to have weighed 22 lbs tallow to Capt. Jacob's servant. The Court ask Skipper Lauwerens if the person who made the declaration is accessible? Answers, Yes. Whereupon he is ordered to fetch him; who coming to Court is asked, if he so testified? Answers, Yes. Is further asked, if he will confirm the same on oath, and if he be well aware what an oath is, explaining the same to him. Answers, Yes; and weighed it on the sloop to the man or sailor of Capt Jacob. Capt Jacob appears in Court and he was informed of the verbal declaration of Lauwerens Cornelissen's witness. Answers, will declare the contrary, when his man comes from the Virginias. The Court having heard parties, condemn Capt Jacob to pay Skipper Lauwerens Cornelissen the pltf. the 22 lbs tallow within the time of twice four and twenty hours.

The Schout states, that he found Jacob Eldersen below, and told him, that he should return to the place, from which he had come, but

would not give any answer. Whereupon the Schout brought him into confinement until further order.

Rutgert Jansen, pltf. v/s Jan Cornelisen, arrestant and deft. Deft. in default.

Willemtje, Jan van Leyden's Wife, pltf. v/s Lysbet Tysen, deft. Deft. in default.

Dirck van Schelluyne appears in Court, stating that he is authorized to serve Jacob Eldersen in the case, which the Schout has against him, and requests, that the prisoner be released from confinement and the case be disposed of as shall be found consistent with circumstances. The Court grant Dirck van Schelluyne his request, Jacob Eldersen is released from confinement and he is ordered to reply within twice twenty four hours to the answer in reconvention of the Fiscal entered before the Director General.

This date has the Schout Nicasius de Sille through Gysbert Opdyck placed in my, Joannes Nevius', hands an *Acte* of notification, which I caused the said Gysbert Opdyck, Court Messenger, to hand to the President of the Burgomasters.

The Court directs, that all Fines shall be applied, ¼ for the Officer; ¼ for the City; ¼ for the Church and ¼ for the Poor. Thus done and resolved in the Court of the Burgomasters and Schepens of the City of Amsterdam in N. Netherland the 25th Febr. 1658.

This date 27th Febr. Sieur Pieter Jacobsen Buis, attorney of Sieur Walewyn vander Veen, appears at the Secretary's Office of this City, who declares that he appeals to the Director General and Council of N. Netherland from the judgment regarding the erasing of the mortgage against Jacob Wolfersen van Couwenhoven, pronounced between him the comparant and Nicolaas Meyer.

This date 26th Febr. 1658: the nomination of Orphan Master and Churchwarden was transmitted to the Director General in an enclosed letter, which reads as follows:—

Honourable Valiant Sirs.

Whereas it has pleased your Honrs to favour the Burgomasters of this City of Amsterdam in N: Netherland with the nomination of the succeeding Churchwarden and Orphan Master, and this is the time of elec-

tion, therefore the abovenamed Burgomasters propose to your Hon^rs a double number nominating these following persons

As Orphan Masters
Allard Anthony,
Wilhelmus Beeckman.
As Churchwardens
Hendrick Jansen vander Vin,
Pieter Cornelisen vander Veen;

Requesting Your Hon^rs to elect from them such as your Hon^rs may judge to be for these offices the most suitable, intelligent and most suitable. Done, Amsterdam in N. Netherland in the Court of Burgomasters in the City Hall the 21^st Feb^y 1658. Was underwritten

By order of the Burgomasters of the City aforesaid,

Joannes Nevius, Sec.

Extract from the Record of the Resolutions of the Director Genl. and the Councillors of N. Netherland adopted in their Hon^rs Assembly, Tuesday, 26^th Feby. A^o 1658.

Whereas one Orphan Master and one Church Warden have served out their time, and the Burgomasters of this City have therefore nominated and proposed a double number of persons with a request, that the Director General and Council would please to elect others in place of the retiring, The Director General and Council of N. Netherland have therefore from those nominated elected and confirmed, instead of those retiring—

As Orphan Master,
Wilhelmus Beeckman.
As Church Warden,
Hendrick Jansen van der Vin.

Thus done in the Assembly of the Hon^ble Director General and Council aforesaid in fort Amsterdam in N. Netherland. Ady as Above.

Agrees with the aforesaid Resolution,

C. V. Ruyven, Sec^y

Thursday, 28^th Feb^y 1658. In the City Hall. Present the Heeren Paulus Leendersen vander Grift, Olof Stevensen Cortlant.

Whereas the election made by Director General and Council of the

succeeding Orphan Master and Church Warden in place of the retiring is exhibited in Court—the elected, Wilhelmus Beeckman as Orphan Master and Hendrick Jansen van der Vin as Church Warden, are therefore sent for to Court; who appearing the same is notified and exhibited to them, and they are received by the Burgomasters, and congratulated in their office.

Allard Anthony appears in Court, bringing with him and exhibiting in Court all the papers and documents belonging to the City remaining with him.

Annetje Smits appears in Court, and the Magistrates notified her, that a map or design of her ground has been made according to the last measurement, and it is found not to coincide with the ground brief, but more ground is included in the fence than belongs to her, according to the ground brief, by which she sold Isaack Kip one rod, three feet, six inches. Answers, she sold by the little corner, without measuring, and fenced in as she rec^{d} from Pieter Cornelissen. The Burgomasters say, that they must settle with each other, or they shall retain the money received for the ground not belonging to her.

Isaack Kip appears in Court, is asked how much does he come too short on Teunis Kray's side. Answers, about 3 inches.

Hendrick Willemsen Baker, appears in Court, and is notified, that his lot is measured and found to be larger, than the ground brief mentions. Answers, the Magistrates have made no mistake—saying his lot is 15 rods.

Schepen Pieter Wolfersen van Couwenhoven appearing in Court is informed of the election to the office of Orphan Master, namely of Wilhelmus Beeckman with him.

Annetje Smits was offered for sale the piece of land adjoining her lot, by the Magistrates for the sum of 250 gl. payable between this and May. Answers, cannot make up the sum in that time, but offers 150 gl. and shall then do her best. Whereupon the Magistrates offered the same piece to Hendrick the baker, and whereas Hendrick the baker had offered Anna Smits 300 gl. for said piece of land, it was offered him for that price and he accepted the same for it.

Teunis Kray appears in Court and he was notified, that the lot should be conveyed when the surveyor came.

Tomas Swartwout appears in Court requesting the Small Burgher

right, and took the oath in Court, signing an obligation for 20 gl. beavers, payable for it.

On Nicolaas Boots a/c for the sum of 87 gl. is apostilled: It shall be settled, if it be not already placed on the Company's books or paid by the late Secretary Jacob Kip, whereof the petitioner is ordered to produce proof in Court. Done 1st March 1658.

Albert Jansen requests, as he is about to build a small house and his lot is too little, that an adjoining lot be granted him. Petitioner is granted the lot next Jannetie Bone's lot, on condition of paying, what it is valued at.

Monday, 4th March, 1658: In the City Hall. Present the Heeren Nicasius de Sille, Paulus Leendersen vander Grift, Olof Stevensen Cortlant, Joannes de Peister, Pieter Wolferzen van Couwenhoven, Cornelis Steenwyck, Isaack de Foreest.

The Schout Nicasius de Sille rejoins to the reply of Jacob Eldersen, a prisoner. The Court orders copy to be funished to party, to answer thereunto within the time of thrice 24 hours, and parties on both sides to make their deduction and to produce the papers by inventory.

Mighiel Jansen, pltf. v/s Jacob Wolfersen van Couwenhoven and Jacob Jansen Moesman, defts. The deft., Jacob Wolfersen van Couwenhoven, in default. Pltf. says, he sold the deft. Jacob Wolfersen eight apple-trees for the a/c of Jacob Jansen Moesman, amounting to the sum of fl. 40., demanding payment thereof, or that he may take the apple trees back. Deft. Jacob Jansen Moesman answers, he gave Jacob Wolfersen money for 12 trees, and that Jacob Wolfersen is bound to pay him, the pltf. The Court orders the pltf. again to summon the deft. Jacob Wolfersen van Couwenhoven for the next Court day.

Adriaen Keyser, pltf. v/s Schepen Pieter Wolfersen van Couwenhoven, deft. Pltf. says he has some goods, such as tobacco and wine lying at defts. and cannot get them. Deft. answering, asks pltf., if he had refused them to him? declaring that he did not refuse him; whereupon both exhibit their a/cs to the Court. The Court orders parties to lay their a/cs pertinently on both sides before Schepen Isaack de Foreest, who is ordered to look over them and if possible to reconcile parties; otherwise to report to the Court.

Hans Dreper, pltf. v/s Pieter Jansen, Mason, deft. Deft. a second time in default. Pltf. demands fl. 64: for a hog 14 gl. and the remainder drink. The Court orders pltf. to summon the deft. again.

Isebrant Engels, pltf. v/s Claas Cromtap, deft. Pltf. demands fl. 125. from the deft. saying, he cannot get any money from him. Deft. answers and promises to pay in May; but says pltf. was to be content with fl. 100. according to award of arbitrators. Pltf. in reply says, as the arbitrators had ordered him to pay immediately, and he deft. failed to do so, he therefore demands the full sum. Claas Cromtap appearing in Court is asked, who were the arbitrators? Answers, Frerick Lubbersen and Jan Vigne. Is further asked, if the arbitrators condemned him to pay fl. 100 immediately? Answers does not know. The Court orders deft. fully to satisfy pltf. between this and May, the award of the arbitrators not being taken into consideration, as def. has failed to pay.

Jan Willemsen, pltf. v/s Lysbet Tysen, deft., demands payment of two hogs, which deft's dec^{d} husband bought from him and which were delivered in March A^{o} 1655 for the sum of fl. 48. payable in hay @ fl. 6. the cart load, before harvest, and to be delivered at the Manhatans Island; and as the hay was not mowed before harvest, nor after harvest, he demands restitution of the hogs, or the hay or payment with costs thereof. Deft. answers, that her dec^{d} husband had cut a parcel of hay for the pltf. and he told her they should mow together, and that he put the hay in cock, but her husband was killed in the Indian war, and he could not deliver it; and says the hogs were not worth as much, as the pltf. says. Pltf. replies and says if she, deft., can prove, that the hay was put in cocks, he asks none of it. The Court refer the matter in question to Sieur Nicolaas Verlett and Egbert Woutersen to reconcile parties and to decide the case in question.

Tomas Jongh, pltf. v/s Andrees Hoolwel, deft. Both in default.

Schepen Pieter Wolfersen van Couwenhoven, pltf. v/s Govert Loockermans and Dirck van Schelluyne, defts. Deft. Govert Loockermans in default. Pltf. demands the contract made between him, pltf., and them defts. with Juffrouw Leentje Mertens dec^{d}. Deft. answers, he has no contract, and says the suit he has with the pltf. regards a parcel of white peas which the pltf. has rec^{d} in payment for a/c of the atty^{r} of Cornelis de Potter in discharge of the bail bond. Pltf. denies it and

says, they were delivered to his brothr Jacob Wolferzen and that it does not concern him—also is not entered on his a/c and the contract also does not so purport, but it is conditioned to deliver barley and wheat and not peas. Dirck van Schelluyne appears in Court; is asked if he can prove, that the peas were delivered for pltf's a/c. ? Answers, he cannot prove all, and that they were brewing together, but they strove to get grain in payment for the discharge of the bailbond. The Court orders deft. Dirck van Schelluyne to prove, that the peas were delivered for Pieter Wolferzens a/c.

Joannes Nevius, pltf. v/s Joghim Beeckman, deft., demands from deft. fl. 346. 9. in beavers, which are due him by a/c. Deft. delivers in an offset a/c, whereby there is due him fl. 70: 8. Parties are referred to Reinout Reinoutsen and Jacob Vis to decide their a/cs in question if possible, otherwise to report to the Burgomasters and Schepens.

Metje Wessels, pltf. v/s Abraham Pietersen, deft., demands for a hog sold to deft. the sum of fl. 17., payable one pound flemish every week, until the whole sum is paid; but says, she through indulgence gave him time until Easter. As she, however, understood that he, the deft. is notified to get himself ready to go home by the next ships, she is therefore obliged to attach cloth, and to summon him. Deft. admits having bought the hog and promises to pay at Easter according to condition, and requests that he might have his cloth. The Court grant deft. his cloth to be taken under sufficient bail, and to pay the pltf. at the fixed time.

Claas van Elslant the Elder, pltf. v/s Maria Verplanck and Dirck Volckersen, defts. Defts. in default. Pltf. demands, that an order be issued in the name of the Court to summon the defts. for the next Court on pain of being deprived of their privilege.

Stoffel Mighielsen being summoned to Court is asked, why he rings without orders ? Answers, he has orders to ring the eleven o'Clock, and that it was about half past eleven when he began.

Pieter Taalman's a/c being seen by the Court, he is ordered to render due specification and proof of each item.

The Schout requests that Commissaries be appointed to examine the prisoners. He says, that he expects the Magistrates of Flushing in the evening.

Jan Coo appearing in Court states, as the miller is in prison, that he might know, what the matter is and requests quick despatch.

Mattheus de Vos appears in Court exhibiting extracts of contract and demands he might lift the tobacco which M.r Allerton has attached. The Court permit said de Vos, to lift the tobacco, because M.r Allerton is gone and the tobacco is subject to spoil, on condition that he promises to satisfy M.r Allerton when he returns, or his attorney. Mattheus de Vos appearing in Court, promises to satisfy M.r Allerton when he returns.

Dirck van Schelluyne appears in Court requesting, that the prisoner Jacob Eldersen be released from confinement and his goods from attachment. He is ordered to answer the rejoinder and to make a deduction.

Melcker Caspersen Sprinckstein being imprisoned for theft, is called into Court and appearing is asked:—

1. How many knives have you stolen there? 1. Three knives.
2. Have you stolen any other property? 2. No.
3. Who told you to steal? 3. Nobody.
4. Why then have you named any person? 4. I said so in fright.
5. What would you do with the knives? 5. Cut bread.

Who taught you to steal? Declares that Hendrick Cery Yackes works of late on his Mothers plantation. Declares, he has still three knives by him, which he exhibits to the Court.

How did you know that there were knives? I did it, because we had no knives to cut bread.

The Hon.ble Nicasius de Sille brought into Court the Proclamation of the day of Prayer, and it is read from the City Hall after the usual ringing of the bell; in terms as follows:—

Hon.ble and Well beloved.

Notwithstanding the good and all merciful God has favoured and blessed this newly rising Province in general and its inhabitants in particular with many and innumerable mercies and benefits; amongst others with health, peace, prosperity, abundance, remarkable increase of population and trade, and what is to be valued above all, with the free and public exercise of the pure worship of God, Yet, we, either enjoying the same thanklessly, or abusing them unworthily, have by the ungrateful use of bodily, or the unworthy abuse of spiritual benefits, provoked God's rigorous justice, exciting his Divine Majesty—never sufficiently honoured—to righteous anger, of which He hath shewn us not only palpable signs, but has caused us also to witness evident proofs; He hath visited near and

remote places, towns and hamlets with hot fevers and dangerous diseases, as a chastisement if not punishment of the thankless use of temporal blessings; permitting and allowing the Spirit of Error to scatter its injurious poison amongst us, in spiritual matters here and there, raising up and propagating a new, unheard of, abominable Heresy, called QUAKERS; seeking to seduce many, yea, were it possible, even the true believers—all signs of God's just judgment and certain forerunners of severe punishment.

To ward these off from us and our's and to obtain Gods favours, benefits and blessings for us as well in temporal as in spiritual matters, the Director General and Council of N. Netherland, have deemed it good and needful to prescribe and publish a Day of General Fast and Thanksgiving to be observed on the Second Wednesday of the month of March, being the 13th of said month.

We therefore charge our subjects to repair on the fore and afternoon of the aforesaid day to Church or where Gods word is usually preached in order, after hearing the same, to praise and thank the all good and merciful God, for the favors, blessings and benefits, which his Divine Majesty hath been pleased to confer on us during the last year, yea, in the whole course of our lives, and further to supplicate, pray and implore his Holy Name, with humble and contrite hearts, that His Divine Majesty would be pleased to continue the same to us, the ensuing year, to the Honour of His Name, to the furtherance and propagation of the Gospel, and the prosperity and salvation of us all.

That this may be performed with great devotion and unity, the Director General and Council prohibit, during divine service on the said day of Prayer and Thanksgiving, all exercises and amusements, tennis, ballplaying, hunting, fishing, sailing; also all unlawful plays such as gaming, dice playing, drunkenness and such like, on pain of arbitrary punishment and correction previously enacted against the same. We also admonish and require all Ministers within our jurisdiction to frame their prayers and sermons to the said end. Thus done in our Assembly holden in Fort Amsterdam in N. Netherland the 21st January Ao 1658.

Was undersigned, P: Stuyvesant.

Lower Stood By Order of the Honble Director
Genl. and Council of N. Netherland.
C. V. Ruyven, Secrty.

To the R^{t} Hon^{ble} Director General and Councillors of N. Netherland.

R^{t} Hon^{ble} Sirs,

The Burgomasters and Schepens of the City of Amsterdam in N. Netherland represent with all respect, that some Burghers and inhabitants of the abovenamed City have presented a certain petition to this Court whereof copy is hereunto annexed, remonstrating that your Honours were pleased to notify Jacob Corlaar, through the Fiscal Nicasius de Sille, not to keep any school; and as they, the petit^{rs} find themselves greatly interested thereby, inasmuch as their children forget, what the abovenamed Jacob van Corlaar had to their great satisfaction previously taught them in reading, writing and cyphering, which was much more than any other person, no one excepted; therefore they request that the above named Corlaar may be allowed again to keep school; and although the abovenamed Burgomasters and two Schepens have spoken verbally thereon to your Hon^{rs} and your Hon^{rs} were not pleased to allow it, for reasons thereunto moving your Hon^{rs} they therefore, in consequence of the humble supplication of the Burghers and inhabitants aforesaid, again request that your Hon^{rs} may be pleased to permit the abovenamed Corlaar again to keep school, which doing, we remain your Hon^{rs} Subjects,

The Burgomasters and Schepens.

In Amsterdam in N. Netherland the 5th March, 1658.

By ord^{r} of the Burgom^{rs} and Schepens of the City afores^{d}

Joannes Nevius, Sec^{r}

On the 20th March rec^{d} the apostille of the petit^{rs} w^{ch} reads as follows:—School teaching and the induction of School Masters depends absolutely from the *Jus Patronatus*, by virtue of which the Director General and Council for pregnant reasons interdicted Jacob van Corlaar, he having presumed to take such on himself without their Order. To which order and resolut^{n} they still adhere. Done Fortress Amsterdam in N. Netherland the 19 March, 1658.

By order of the Honble Director General

and Council of N. Netherland.

C. V. Ruyven, Secret^{r}

Thursday, 7th March, 1658. In the City Hall. Present the Heeren Paulus Leendersen vander Grift, Olof Stevenson Cortlant.

Jan Jansen van Breeste being sent for to Court, who appearing is asked as he petitioned to be marker of beer barrels, how much he will charge a piece? He places that at the disposition of the Magistrates and says one stiver per half barrel. But the Magistrates resolved and on his petition dated 21st Feb. apostilled—Petitioner is allowed the marking of the barrels for the time of one year and shall enjoy two stivers for each; but the increasing or diminishing lies at the pleasure of the Burgomasters, according to the instruction granted him or yet to be granted.

Allard Anthony appears in Court asking, what the Magistrates had against the a/c. They answer him pointing out some items to specify to whom and for what.

On Claas van Elslant the Elder's petition dated the 21 Feby, wherein he requests, that the Magistrates may be pleased to allow him to be Keeper of the Shambles, as it is frequently demanded both by the English and outside people, that some one may be appointed to fix a block, scales and weights in the hall, so that they may not be at a loss, when they come there with their meat, etc. Whereupon it is apostilled—Petitioners request is, for certain reasons, denied.

Extraordinary Meeting on Friday 8th March 1658, In the City Hall; Present the Heeren Paulus Leendersen van der Grift, Olof Stevensen van Cortlant, Joannes de Peister, Pieter Wolferzen van Couwenhoven, Isaack de Foreest.

Claas van Elslandt, the Elder, v/s Maria Verplanck and Dirck Volckersen,* by order of the Schout, Burgomasters and Schepens, defts. Pltf. says, the defts. refuse to pay the Church money for a grave for their, the defts. decd mother. Defts. say, they have not refused as they have once paid, and counted the money to Cornelis van Tienhoven. Pltf. is asked, why he was so slow in collecting the Church fees? Answers and declares, that Cornelis van Tienhoven said, there are your fees, I shall make it right with the Church Wardens. Defts. say, they paid 50 gl.—30 gl. in Holland currency and the remainder in zeawant. The Court con-

* Maria Vinje, wife of Abraham Verplanck, was a daughter of Ariantje Cuvillie, widow of Gulyn Vinje, who took as second husband Jan Jansen Damen and died in 1655. Dirck Volkersen married Christina Vinje, and Cornelis van Tienhoven the third sister Rachel. Jan Vinje, ex-Schepen at this time, was their brother. He died in 1691.

demn the heirs in general to satisfy the Church Wardens within the space of eight days.

Schepen Pieter Wolfersen van Couwenhoven, pltf. v/s Jan Cornelisen, arrested and deft. Deft. in default.

Schepen Isaack de Foreest, pltf. v/s Janneken Cornelis, deft., says, that he sent for the deft. to Holland to serve him, and that she, deft., sought to get out of the house as soon as she was with him, abusing him and his wife very spitefully; exhibiting in Court a contract made with deft. demanding restitution of disbursed money for passage and board, disbursed for her as appears by acc^{t} exhibited to the Court, amounting to the sum altogether of 181 fl., and says, she lived or served nine months at his house, coming in June and going away in March. Deft. answering says, I place myself in the hands of the Court, who having read to her the acc^{t} point by point and asked, if she had any thing against it, or if she knew of it? Answers Yes, of almost all the items. Only says, two of the items were given her, and one item is overcharged two guilders. Whereof the pltf. says he did not give them to her, as she had not served out her time; and as regards the item, on which 2 gl. too many are charged, he answers he so sold to every one. Deft. is asked how it happened, that she left the house? Answers, he told me to go, which being asked of the pltf. he answers, Yes, on paying. Deft. is asked, when your master told you to go, did he say to you then, you have not paid me the expended monies. Answers, that he said so, whereupon she answered, I have nothing. Again, you may be where you can get it; we will have it. Pltf. is asked, if he will have the girl back? Answers No. Deft. is asked if she will serve her master and mistress again? Answers, No. Pltf. says, that the deft. has stated from the first hour, that she would pay, and that she could earn enough by sewing. Pltf. is asked, whether he has deft's goods in his possession? Answers, Yes, and that they are mostly goods, which she bought. Deft. is asked, what means has she to pay? She must enter security for the payment of the money and then lift the goods under bail. The Court having heard parties and examined the a/c. amounting to the sum of fl. 181. decree, that deft. may deduct from the a/c the fl. 7. 10 and the fl. 6., which were given her; also ¾ of a year earned wages and 25 gl. for freight, amounting together to the sum of fl. 92: 10. so that there still remains to pay the sum of fl. 88: 10, which

the deft. is ordered to make good and to pay the pltf. within the space of three months. Meanwhile pltf. may retain the deft's goods, which he has in his possession, until she, deft. shall have satisfied him, pltf. or shall have entered sufficient security for the sum.

Jacob van den Bos, pltf. v/s Herman de Drayer, deft., demands from deft. the sum of fl. 32: 13. Deft. answers, he paid the pltf. 36 gl. and is not to pay the pltf. before the work is finished, and complains that what he has done is not good, as he cannot lie dry in his cabin. The Court orders Reinier Gauwkes and Cristiaen Barensen to inspect the work, see, if it be well done and make report to the Court before the Burgomasters and Schepens and Jacob van den Bos is ordered to render pertinent a/c for making the work to the Court at the next Court day. Deft. is meanwhile ordered to provide suitable materials for the work.

Hans Dreper, plt. v/s Pieter Janzen, mason, deft. Deft. in default for the 2nd time. Pltf. demands payment of fl. 64: 11. according to a/c exhibited in Court. The Court orders deft. to deposit the sum demanded with the Secretary of this City within eight days time.

Aucke Bruinsen, pltf. v/s Simon Joosten, arrested and deft. Pltf. demands payment of the sum of fl. 88. balance of an obligation of the year 1655, exhibited in Court proceeding from three ankers of brandy, sold him deft. with interest thereon and costs of suit. Deft. admits the debt and says he offered pltf. tobacco in payment, but that he will not accept it. Pltf. says the tobacco is not good. The Court condemns the deft. to pay the pltf. according to obligation with costs of suit; the attachment to remain meanwhile valid.

Charles Morgen, pltf. v/s Antony the Frenchman, deft. Mattheus de Vos, attorney for the pltf. demands from deft. the sum of fl. 82. Deft. says, he paid 225 lbs. tobacco. Pltf. replies, that the tobacco was not good, and they had made another contract with each other. Deft. says, the first tobacco was good, but they let it spoil; being willing to prove the tobacco was good by Goodman Koeck. The Court order Charles Morgen to prove, that further contract was made, and Anthony the Frenchman is ordered to prove, that he recd. the tobacco.

Pelgrum Clocq appears in Court and is asked, if he be willing to confirm on oath the declaration he made at the request of Jacob Eldersen? Answers, Yes.

Nicolaas de Meyer appears in Court and demands fulfillment of the judgment pronounced in date 11th Feb. Was answered that there is an appeal from said judgment.

Monday, 11th March 1658. In the City Hall. Present the Heeren Paulus Leendersen vander Grift, Olof Stevensen Cortlant, Joannes de Peister, Pieter Wolferzen van Couwenhoven, Jacob Strycker, Isaack de Foreest.

Burgomasters and Schepens in their extraordinary session having seen the papers, documents and proofs used on both sides in the suit between the Schout Nicasius de Sille, pltf. and Jacob Eldersen, brewer's servant, deft. for an offence committed by him, Jacob Eldersen, in beating and wounding Bruin Barensen decd late cooper at Breuckelen, their Worships, after mature deliberation and examination thereof, have pronounced the following

SENTENCE.

Whereas Jacob Eldersen, brewer's servant, a good while ago seriously beat and wounded one Bruyn Barensen with a sledge hammer with which wood is cleft, according to declaration thereof, and with a broom handle according to his own confession, whereby the abovenamed Bruyn Barensen lay a long time bed ridden and he Jacob Eldersen was placed provisionally in confinement by the Schout at the request and with the consent of the Court, and again released on bail; nevertheless, as the longer it was with the wounded, the worse, and the bail importuned the Schout to have the bail bond discharged, the abovenamed Jacob Eldersen was again placed in close confinement to await the issue of the patient, to be then proceeded against according to the circumstances of the case; therefore he the abovenamed Jacob having remained a few days, violated the public prison, broke out of the same and fled away. Whereupon the Schout demanding citation of the absconder from the Director Genl and Council obtained it from their Honors, and thereupon was three several times summoned by sound of the bell to hear all such demand and conclusion as the Schout should have to make against him; finally, three days after the third citation he again made his appearance, whereupon the Schout placed him for the third time in his former prison after communication with the Court of this City; and whereas Dirck van Schelluine being

allowed and authorized by the aforesaid Jacob Eldersen to act for the abovenamed Jacob, requested release of the prisoner, and having obtained it from the Court, has proceeded in virtue of authority and consent for the abovenamed Jacob Eldersen against the Schout in his case, which he the Schout had against him Jacob Eldersen; which papers, documents and proofs, used in the suit on both sides, being seen and maturely weighed by the Court as before, they cannot find, that they avail any thing in behalf of the aforesaid Jacob Eldersen by sufficiently proving that he acted on the defensive; moreover, the breaking jail perpetrated by him was a sign, that he was convinced in his mind of his guilt: They, therefore, hereby condemn Jacob Eldersen abovenamed to pay as a fine for his having inflicted a wound on Bruin Barensen abovenamed, the sum of three hundred guilders; as he has broken the public jail, which justly deserves corporal punishment, yet in consideration, that he willingly surrendered himself he was therefore condemned in the sum of one hundred guilders, all to be applied as is proper; and further in the costs of suit. Thus done and sentenced in the Court of Burgomasters and Schepens of the City of Amsterdam in N. Netherland. Datum ut supra.

By order of the Burgomasters and Schepens of the City abovenamed,

Joannes Nevius, Secre^{ty}

Monday 18th March 1658: In the City Hall. Present the Heeren Paulus Leendersen van der Grift, Olof Stevensen Cortlant, Joannes de Peister, Pieter Wolfersen van Couwenhoven, Jacob Strycker, Cornelis Steenwyck, Isaack de Foreest.

Allard Anthony, pltf. v/s Isaac Mens, deft., arrested. Pltf. in virtue of procuration dated 19th Decemb^{r} executed by the employers of the deft. Isaack Mens before the Notary Vincent Swanenburgh and certain witnesses and exhibited in Court, demands from the deft., firstly, all the obligations which he deft. conveyed to his principals according to notarial acte executed in date 27th Novemb^{r} 1657 before the Notary Pieter van Buitene and certain witnesses; also produced in Court. Secondly, if there be more debts outstanding than are conveyed, that they be communicated to the pltf. and deliver up his books to the pltf. Thirdly, satisfaction for the fl. 1162: 9, which he paid Cornelis Steenwyck for his

own debt out of the capital of his principals, according to notarial acte thereof executed in date 10th Decembr 1657 before the Notary Jacob van Swieten and certain witnesses—also exhibited in Court. Fourthly, demands that the Court be pleased to order that until he shall have given him satisfaction on the aforesaid, his goods must remain here for his security, or otherwise sufficient bail. Deft. declares, he has not seen any notary, nor executed any thing before them. Pltf. produces in Court a letter written to him by the owners of Isaack Mens, wherein they write, that Isaack Mens had stated, they should have none of the debts as they would not give him any return cargoes. Deft. answers he filliped with his thumb and face, you may have so much of your debts; produces in Court his book, wherein he had written every thing, but the Court found no clear explanation in it of his proceedings. Pltf. appears in Court and demands that he may hold the goods attached. The Court grant the pltf. attachment against the deft's person and goods, until he shall have given sufficient security for the judgment, and order copies of the demand, obligation and conveyance to be furnished deft. to answer thereunto in writing between this and next Monday.

Jacob Wolfersen van Couwenhoven, pltf. v/s Ragel van Tienhoven, and Schepen Pieter Wolfersen van Couwenhoven, defts. Pltf. demands the sum of fl. 138. as per a/c. exhibited in Court. Mattheus de Vos, att'y of Ragel van Tienhoven, deft. answers, he will examine the books to see, if any thing be paid thereon, and requests postponement until next Monday. The Court grant De Vos' request.

Christina Hay, pltf. v/s Isaack Mens, arrestd and deft. Pltf. demands payment of fl. 787. in cargoes i. e. goods according to obligation executed by deft. in date first August 1657, whereupon she says she recd eight beavers. Deft. admits the debt and declares, he has no objection to make to it, except that it must be paid from Moesman's effects. Inasmuch as it is not specified, at what rate the goods shall be recd, the pltf. requests that the Magistrates will be pleased to make such disposition therein, as they shall find best, as she will not willingly go to law about it. The Court orders the deft. to pay pltf. according to obligation, deducting what has been paid thereon; meanwhile the attachment is declared valid until she, pltf., is paid, he holding his recourse against Moesman.

Hans Dreper, pltf. v/s Pieter Janzen, mason, deft. Both in default.

Lauwerens Turner, pltf. v/s Deman Kimmit deft. Both in default.

Pieter Taalman, pltf. v/s Rutger Jansen, deft. Deft. in default.

Evert Duyckingh, pltf. v/s Sibout Claasen, deft. Pltf. demands from the deft. the sum of fl. 300. and a pair of wheels for a/c of Jan Reidersen, from whom the deft. has procuration, with interest and damage. Deft. answers and admits he is attorney, but says has not got in any of Jan Reidersen's debts; as soon as he receives the same he will pay. The Court orders deft. to pay the pltf. within 14 days time, or that the pltf. may look to the mortgage.

Nicolaas de Meyer appears in Court exhibiting the declaration of Cornelis van Ruyven dated 11th March 1658 to the effect, that there is no appeal to his knowledge before the Director General and Council of N: Netherland from the judgment pronounced by Burgomasters and Schepens in date 11th Feby, and demands therefore, that the said sentence may take its effect, and the mortgage be annulled by Walewyn van der Veen's att'y. The Court grant the petitionr his request and order Walewyn van der Veen's att'y to annul the mortgage of the stone house, mill, and lot.

Schepen Pieter Wolfersen van Couwenhoven requests, as Dirck van Schelluyn has failed to prove, that the pease were received for his a/c., he, Schelluyne, may be condemned to pay the judgment pronounced by the Court.

Schepen Isaack de Foreest requests revision of the judgment pronounced by the Court in date 11th March 1658. The Court grant him revision.

The Court having examined Pieter Taalman's a/c ag'st Tomas Yongh, approved the same.

Tuesday, 19th March. In the City Hall. Present the Heeren Paulus Leendersen vander Grift, Olof Stevensen Cortlandt.

On Pieter Schabanck, the Jailor's, petition presented in date wherein he requests that he may lay in beer for the prisoners, also, wine and liquors, free of excise, likewise fire and light gratis, is apostilled —Petitioner's request is granted, provided he does not allow any clubs directly or indirectly.

Cristina Hay appearing in Court requests, that the Magistrates be pleased to order two persons to appraise the goods, which she must have

according to obligation from Isaack Mens pursuant to judgment pronounced dated 18th March. Under an extract from the judgment is therefore added as follows—This date 19. March 1658, the Burgomasters of the City of Amsterdam in N: Netherland order the persons of Pieter Cornelisen vander Veen and Isaack Grevera to appraise the goods in payment of the obligation according to judgment hereinbefore mentioned. Done as above.

The Magistrates resolved to draft a petition to request the Director General and Council, that the estate of Joghim Pietersen Kuiter decd, also that of Pieter Anthony may be regulated, either by order of the Honble Director General and Council or by the Burgomasters of the City of Amsterdam in N. Netherland.

INSTRUCTION FOR THE BRANDER OF BEER BARRELS OF THE CITY OF AMSTERDAM IN N: NETHERLAND.

First, he shall be bound to pay good attention, that the barrels, before he brands them, have been made of the proper size, neither too big nor too little, and to brand those so manufactured.

Secondly, he is to pay equal attention to his own barrels and to brand them of their proper size, and not otherwise, under forfeiture of his work and threefold the value thereof.

Thirdly, he is charged to brand anew all the barrels in the brewers houses with the mark of the year 1658, for which he shall receive for each one stiver.

Fourthly, he shall be bound to serve each and every one without delay or impediment, and for this purpose he shall remain at his domicile within this City, or going out to leave word, where he shall be found, and to demean himself as much as possible above complaint.

Fifthly, for every barrel presented to him to be branded he may demand and receive two stivers, on condition of paying good attention to their size, that they be not to big nor too little.

Sixthly, the branding of the barrels is granted to him, but the increase and decrease of the fee on each shall remain discretionary with the Heeren Burgomasters.

Finally and lastly, he shall promise and swear to demean himself

faithfully and uprightly in this his aforesaid office, without bearing or evincing in any manner any favor or malice.

And to the aforesaid office is elected and chosen Jan Jansen van Breste, cooper, who has taken the proper oath of fidelity.

Thursday, 21st March 1658. In the City Hall. Present the Heeren Paulus Leenderzen vander Grift, Olof Stevenzen Cortlant.

Schout Nicasius de Sille appears in Court stating, that Pieter Taalman requested him to imprison Tomas Yongh, as he cannot get any money from him pursuant to judgment. Tomas Yongh is asked, why he does not pay Taalman's a/c ? Answers, he shall do so, requesting some one may be sent for the money, which is done. Meanwhile the Schout was ordered not to suffer him to quit the City Hall, before he has paid.

The Magistrates order the Secretary to furnish commissions to the Church Warden and Orphan Master.

Hans Vos, residing at Fort Orange, appears with Jacob van Corlaar in Court stating to the Burgomasters, that he had requested the Director General and Council by petition exhibited in Court, that he may have again his wife's little boy, begat by Arent van Hattum and bound by said Van Hattum to the abovenamed Corlaar for the term of four consecutive years, as the time is expired. On which petition the Director General and Council refer him to the Court of this City, of whom he makes the same request. Jacob van Corlaar answers, that Arent van Hattum bound his boy to him on condition not to give him to any person, than to himself. Whereupon he is asked if there be any written contract of it made ? Answers, Yes, and that it was written by David Provoost decd. And whereas the abovenamed David's papers remain with the Notary de Vos, Hans de Vos and Jacob van Corlaar are ordered to proceed with a written order to the Notary de Vos abovenamed to enquire for the contract. The abovenamed Corlaar says his wife is better acquainted with the matter than he, as the aforesaid van Hattum agreed with her and appearing in Court with the child, she declares, that Arent van Hattum agreed with her, that the child should live with her, for the period of five consecutive years and that for his board and clothing; and should said van Hattum return within four years, that the child shall be delivered up to him on condition of paying 50 gl., because he had lived five years with her, ac-

cording to the before mentioned contract, and further says that Jacques Corteljou is guardian to the child.

Friday, 22d March 1658. In the Court of the Burgomasters aforesaid.

Jacques Corteljou appears in the Burgomasters' Court, who is asked, if he be guardian over Arent van Hattum's child living with Jacob van Corlaar? Answers does not know of his knowledge that he is guardian, but that van Hattum told him to have an eye to the child, and that the Notary Dirck Van Schelluyne drew up the power of attorney to look after his things in this country, and if he be guardian over the child, it must appear in the power. Dirck van Schelluyne appearing in Court is asked, if he drew up a power for Van Hattum, and if he is aware, whether it is mentioned in said procuration that Jacques Corteljou is guardian over the child? Answers, he drew up the procuration, that Jacques abovenamed should look after Van Hattum's property in this country only, but not for any guardianship. Jacob van Corlaar appears in Court; is asked, whether he has obtained copy of the contract. Answers, there is no contract. Says further, that he will keep the child for board and clothing, but if the Magistrates shall please to take the child from him and to give him to Hans Vos, he requests the Magistrates should clear him from any protest, which Van Hattum may in consequence make. Whereupon he is asked, if the boy be given to Hans, what he should ask for board and clothing? Answers, cannot have less than a Rix dollar per week. Hans Vos appears in Court, is asked if he should be content to leave the child another year with Jacob van Corlaar? Answers, he is in need of the child. Whereupon he is asked, if he be willing to pay Corlaar aforesaid for the board and clothing during the time the child resided with him, or if he will leave the child there another year? Answers, will leave the child with him, Corlaar, another year, as he wanted the child so urgently only to have him taught something. The Court having heard parties and that Hans Vos consents that the aforesaid child remain another year with Jacob van Corlaar, therefore orders that the aforesaid child shall remain another year with the abovenamed Corlaar, when the five years shall have expired according to the verbal agreement.

To the Right Honble Director General and Councillors of N: Netherland.

Right Honble Sirs,

The Burgomasters of the City Amsterdam in N. Netherland respectfully represent, that they have been importuned at divers times and by divers persons interested both in the estate of Joghim Pietersen Cuyter dec^{d} and in that of Pieter Anthony dec^{d} to regulate the aforesaid estates, so that they may get their own, and as they will not act in the said affair without your Honors knowledge and authority, as the lands lie without our limits and we would willingly be exonerated of the trouble, we therefore request respectfully that it may please your Hon^{rs} to let us know your pleasure, whether you will do it yourselves or order, how it shall be done in order that the creditors may get their own and we be released from the trouble. Awaiting hereupon your Hon^{rs} favorable disposition we remain your Hon^{rs} humble servants, The Burgomasters.

By order of the Burgomasters of the
City of Amsterdam in N. Netherland.
Joannes Nevius, Secretary.

APOSTILLE.

The Burgomast^{rs} are hereby authorized to appoint and qualify such persons for the management and regulation of the affairs herein mentioned as they shall judge best and fittest. Done Fortress Amsterdam in N: Netherl^{d} the 26. March A^{o} 1658. By Order of the D^{r} Genl and Councillors of N. Netherl^{d}

C. van Ruyven, Secretary.

Monday, 25th March: 1658. In the City Hall. Present the Heeren Nicasius de Sille, Paulus Leendersen vander Grift, Olof Stevenzen Cortlant, Joannes de Peister, Pieter Wolferzen van Couwenhoven, Jacob Strycker, Isaack de Foreest.

The President states, that there are several of the inhabitants of this City, who have purchased their Burgher right for a year and a day and do not pay; and whenever the City Messenger goes for payment, they answer, they have no money, proceeding to scoff at and censure the Burgomasters; and though it be a matter, which concerns the Burgomasters alone, nevertheless that it be known to the Schepens, it is therefore communicated to the Court to remember it.

Schout Nicasius de Sille, pltf. v/s Saartje Steendam, deft. Pltf.

states, that he has summoned deft. on the 14th January for having railed at the Fire Wardens as Buck-sweeps, and that she was unwilling to appear. Nevertheless she was condemned by the Court in a fine of twelve guilders to be properly applied, but has not paid it. Demands therefore that the condemnation be executed. Deft's husband appearing in Court answers, maintains his wife was not subject to the penalty, inasmuch as she said with a laughing mouth, Be you now keeping holiday amongst you, Chimney Sweeps? And as she was heretofore familiar with some of the Fire Wardens, she did not think, they would so take it, and that she would have appeared on the last summons, but came too late, as she is a woman, who feels timorous in coming before the Court. The Magistrates tell the deft., that such words must not be spoken to the public servants, and further ask the deft. if he has any thing more to say? Answers, No. The Court persists in its previous judgment, and orders deft. to pay the officer in the time of twice 24 hours with costs thereof.

Schout Nicasius de Sille, pltf. v/s Madaleen Vincent, deft. Pltf. demands payment from the deft. of the judgment pronounced by the Court in date 7th January. Deft. answers where are the witnesses, who testified against me. I shall summon them before the Council.

The Heer Allard Anthony as Attorney of the owners of I: Mens, pltf. v/s Isaack Mens, deft., demands the obligations, which he, deft., conveyed to his owners, and that he may remove the goods, which deft. has in the public store, under sufficient bail; and further demands as the arbitrators to arrange the questions and differences between him deft. and Jacob Jansen Moesman are in session, he may be also present as it is a case, which concerns the employers of Isaack Mens. Deft. is asked, what he has done in the case, with which he was charged on the last Court day? Answers, that the Notary Mattheus de Vos, who is engaged in the case, which he has against the pltf., answers, he can do nothing in it and even does not know, what to do; requesting further by petition that the Court may be pleased to order and authorize a person besides Pieter Cornelissen vander Veen to settle the differences and difficulties, which he has with Jacob Jansen Moesman. The Court give the deft. still eight days respite, to defend his case properly in writing, and order and authorize Nicolaes de Meyer with Pieter Cornelissen vander Veen, in the differences of a/c. which he has with Jacob Jansen Moesman, to reconcile parties and settle

the a/c. in the presence of Schepen Cornelis Steenwyck, or else to report their action to the Court.

Joris Wolsy, pltf. v/s Jan Coopal, deft., demands payment of 13 hogsheads of tobacco, which he deft. bought for the sum of 200 gl. cash, and says there were two or three others, who would buy the tobacco, and he deft. hearing so came with Jan Lauwerens and agreed with him, and that the others came afterwards and then the sale was made. Deft. admits, he bought the tobacco on condition, that it was not trash. Whereupon pltf. had said, It is just as it came from the Virginias. Declares further, that he on opening it found, it was all bad and nothing but trash; being willing to verify it with testimony, even three or four; exhibiting two declarations to the Court and says that he, pltf., came into the cellar, whilst the tobacco was opening, and he asked him, if it were all so? He answered the best shall come last. Whereupon the deft. asked, if it be all so, shall I pay anything for it? He gave for answer, we shall speak thereof afterwards. Joris Wolsy appearing in Court, is asked if he will truly declare on oath, that it was repacked with his knowledge? Answers, Yes. Was further asked, if he sold him the tobacco, as it came out of the Virginias? Answers, does not know, if he sold him the tobacco as it came from the Virginias, and says Jans Lauwerens was by. The Court order parties on both sides to produce proof.

Schepen Pieter Wolfersen van Couwenhoven, pltf. v/s Dirck van Schelluyne, deft., demands payment pursuant to judgment pronounced by the Court, and says the deft. is ordered to prove the 40 skepels pease, which he says, he delivered to him, pltf., in discharge of the bail bond, wherein he to this date remains default. Deft. says, he cannot bring any other proof, than Oloff Stevensen Cortlant and Tomas Hal, who is in the Virginias. Olof Stevensen answers, Knows nothing about it. Deft. says he cannot give other proof. Dirck van Schelluyne appears in Court, is asked if the price for the 40 skepels of pease was agreed on? Answers, thinks Yes, and that it must be on the pltfs. note. Schepen Pieter Wolfersen van Couwenhoven appears in Court and exhibits the note, whereon the skepel is reckoned at fl. 2: 15., but says it was not delivered for his a/c. but to his brother; also has not bought the contract and that it must have been made known to him. Deft. says, nothing at all was made known to him, when it was delivered. Jacob Wolfersen appears in

Court; is asked if the 40 skepels of pease are delivered for his a/c or for his brother's? Answers, knows nothing of it, whether they were delivered for his, or for his brother's a/c. And declares he did not enter the receipt on his a/c, but a long time afterwards. The Court having heard parties, also the declaration of Jacob Wolferzen van Couwenhoven, decree, that the aforesaid 40 skepels of pease shall go in a/c to the discharge of the bailbond, inasmuch as Jacob Wolfersen abovenamed declares, he knows nothing of the matter except that he entered the pease in the a/c long after the delivery thereof, on the statement of his brother; and that the pltf. Pieter Wolfersen van Couwenhoven shall hold his guarantee on his brother.

Joannes Nevius, pltf. v/s Anna Webbers, deft., demands from the deft. payment of the sum of fl. 31. 15. 8 balance of a/c exhibited to the Court. Deft. has nothing against the a/c, but says, the pltf. or his wife had told his daughter, whom deft. had hired to the pltf. for the space of a year, to quit the house, and says that in law if a master or mistress bid a maid or man servant leave the house before the expiration of the time without weighty reasons, he is bound to pay the full wages. Pltf. replies, the deft's daughter had burnt the child's fingers, and thereupon he bade her go away, and declares further that he had hired his daughter on condition, if she did not please him in a quarter of a year, they might separate. Which deft. denies. Joannes Nevius appearing in Court is asked, if he can prove, that he hired deft's daughter on such conditions? Answers, he maintains, Yes. The Court orders party on both sides to bring in their proof on the next Court day.

Jacob Wolfersen van Couwenhoven, pltf. v/s Merritje Joris, deft. Deft. in default.

Paulus Schrick, pltf. v/s Abraham Verplanck, deft. Pltf. as attr. of Caspar Verlett dwelling in New England exhibits in Court certain petition wherein he represents that the said Verlett had become bail for one Isebrandt Dircksen Goethert* and the said Goethert to indemnify Verlett made over in pledge, amongst other things, an action against Abraham Verplanck for a considerable sum, who being spoken to about it declares, he is not indebted. He therefore requests of the Court, that the said Verplanck may be heard thereon to declare the truth thereof on oath the

* *Goddard.* (?)

Court consenting. Deft. Abraham Verplanck is asked, if he be not indebted to Isebrandt Dircksen Goethert? Answers No; and declares he has paid him fl. 500. more than he owed him. Abraham Verplanck appears in Court and declares, that he is not indebted to Isebrandt Dircksen Goethert and affirmed the same on oath in Court.

Paulus Schrick, pltf. v/s Wolfert Webber, deft. Pltf. as attr of Caspar Verlett residing in N. England requests, that the deft. Wolfert Webber shall declare on oath, if he has paid for the two cows, which he received from Isebrandt Dircksen Goethert. Deft. Wolfert Webber declares before the Court, that he has satisfied said Goethert for the two cows, wch he Webber had in the stable of Isebrandt Dircksen Goethert, confirming the same on oath in Court.

Dirck Jansen Croon, pltf. v/s Mattheus de Vos, deft., says he has an obligation of Jan Geraa for the sum of fl. 470. and that deft's wife is security for it, and as neither of them is present, he has therefore summoned Mattheus de Vos. Deft. says, he has nothing to do with it, inasmuch as he has no community in his wife's property, according to declaration exhibited in Court. The Court gives the deft. two months time or until the arrival of his wife, and orders him meanwhile to write to his wife about it.

Lauwerens Torner, pltf. v/s Andrees Hoppe, deft., says he sold deft. two hogsheads of tobacco weighing lb. 650. English weight @ 4 stiv: the lb. as it was somewhat wet, and that the tobacco was at Casper Stymens and he conveyed it from thence and promised to pay Caspar aforesaid thereon fl. 12., which he pltf. owed. Deft. answers, that he pltf. offered to sell him the tobacco and they agreed together for 4 stiv. the lb. for good tobacco, and that he had, on this condition, had the tobacco conveyed to his house, saw that the water ran out of it, and asked pltf. to put the good tobacco out of the tubs, which as yet remains undone, claiming from deft. storage for the time, that the tobacco stood in his house, and if it is spoiled, it is at his risk. The Court orders deft. to prove, that he bought good tobacco.

Sibout Clasen, pltf. v/s Jacob Stoffelsen, deft. Pltf. demands from deft. for Jan Reidersen's a/c the sum of fl. 50. for wages earned by Jan Reidersen, whom the deft. had set to work in the erecting the Company's house at Pavonia. Deft. answers, he had orders from the General to have

the Company's house at Pavonia erected, and that the General promised to pay in grain, but now says, he knows nothing of it. The Court condemns the deft. to pay the pltf.

Jacob Hay appears in Court, demands his pay according to obligation, exhibited in Court last Monday being the 18th instant, and says, that the arbitrators will have a compromise signed, that it was referred to them, what had therein been done, to which he will not consent as he will not let his power out of his hands. The Court orders the arbitrators to appraise the goods, market value, and to communicate their value to the President.

On Raghel van Tynhoven's petition is apostilled—The petitioner is granted 8 days time.

On Jan Denman's petition is apostilled: Petitioner's request is, for reasons, denied.

On Jacob van Corlaar's petition is apostilled: The attachment is admitted good, and the petitioner is ordered to specify the attached goods of Willem Smitt; and as regards the plantation, it does not concern this place, but the petitioner has to apply to the Director General and Council.

Hans Dreper appears in Court requesting, that he may attach the monies of Pieter Jansen, mason, under Geurt Coerten's hands. The Court allow the petitioner to attach the monies in Geurt Coerten's hands for as much as there is due him.

RENEWAL OF THE ORDINANCE ENACTED AMONG OTHERS BY THE COURTS ON THE SUBJECT OF APPEARING AT AND ABSENTING FROM THE MEETING.

Firstly, whoever comes half an hour too late shall pay a forfeit of 10 stiv.

Secondly, whoever comes one hour too late shall forfeit 20 stiv.

Thirdly, whoever remains absent shall pay 40 stiv.

But herein are excepted all such as shall leave to attend to their business at Fort Orange, the South River or New England; also whoever is sick shall not pay forfeit; also such as have just cause of absence. Which remains after proof at the discretion of the Court.

Which fines must be paid without any simulation on the next following attendance, if those who, incur the forfeit have no money, when the fines are imposed, to be employed and laid out as they shall agree together. Done 25th March 1658. In the City Hall at the Meeting of

Schout, Burgomasters and Schepens of the City of Amsterdam in N. Netherland, who for the Observance of the abovewritten have subscribed These.

P: L. van die Grift,
Oloff Stevensen,
Johannis de Peyster,
Pieter van Couwenhoven,
Jacob Strycker,
Cornelis Steenwyck,
Isaack de Foreest.

The Burgomasters of the City of Amsterdam in New Netherland order, that from now henceforward, all, who will buy the Great or Small Burgher right, shall promptly pay into the Treasury of this City, and those who have already bought are ordered to pay the Treasurer in the time of 24 hours on pain of execution. Thus done at Amsterdam in N. Netherland 26th March 1658.

This day, 26th March 1658, the Heeren Burgomasters aforesaid having seen the award of arbitrators regarding the valuation of the goods in question between J. Hay and J: Mens, with which parties are not satisfied, Therefore Burgomasters having examined the matter, find that the duffels were sold for fl. 4 the ell payable in tobacco and the blankets 50 ℔ tobacco each. They therefore order parties to regulate themselves accordingly, the duffels at fl. 4. the ell, and the blankets at fl. 15½ in tobacco. Thus done. By Order of the Burgomasters and president of the Schepens.

Ady. as above. The President states, that the General made known, there are 2 feet 3 inches of ground lying between the house and lot of Sibout Claasen and the house left by Joghim Pietersen Cuiter decd purchased by Hendrick Jansen vander Vin, and the General decides it must be built on and no passage be left. Burgomasters therefore order, that the abovenamed Vander Vin may take possession of it, on condition that he pay therefor according to the valuation of 2 arbitrators appointed thereunto by the Magistrates, and for the valuation of the aforesaid gangway are chosen Adolf Pietersen and Sibout Claasen, which valuation he Vander Vin shall make good to the owner, Cornelis Melein.

Here followeth the commission:—

Sibout Claasen and Adolf Pietersen are hereby ordered and authorized by the Burgomasters of this City to appraize the piece of a lot lying

between said Sibout Clasen and the house and lot belonging to the late Schepen Hend: Jansen vander Vin and to communciate their valuation to the President of the Burgomasters and Schepens. Thus done at Amsterdam in N: Netherland, 26th March 1658.

Thursday, 28th March 1658. In the City Hall. Present the Heeren Paulus Leendersen vander Grift and Olof Steven Cortlandt.

Schepen Isaack de Foreest appears in Court, complaining that the Inhabitants of the Brewers' Street,* who imposed on themselves the tax for the benefit of the street in order to its being paved, are unwilling to pay, requesting that the Magistrates may be pleased to order payment.

The Heer A. Antony exhibits an a/c in Court.

Schepen Pieter Wolfersen van Couwenhoven exhibits in Court an a/c for delivered plank for the benefit as well of the City as Fort; requesting by petition, payment. Whereupon is apostilled—The Burgomasters undertake to pay for the half of the abovementioned planks, as according to declaration hereunto annexed the planks were rode as well for the City as Fort.

Salomon la Chair requests by petition to know if the street lying beside his lot to the left of Carel van Brugge and bought from him shall be given for a lot; or if a street shall remain, and demands a categorical answer. Is thereupon apostilled—The street remains provisionally in its effect for the use of the City until further order.

Jacob Kip appears in Court giving explanation of his service in the receiving the excise on cattle, beer and wines, and states that he paid on the 17th August 1656 to the sheeting of Joghim Pietersen's (lot) 12 gl., declares further, that he recd from the City's income, when he was himself Receiver, his two years wages. The Burgomasters deduct 25 gl. from said Kip's lot, so as to pay the Treasurer 200 gl. instead of 225 gl.

Aucke Bruynsen and Dirck Volckersen appear in Court and said Auke requests his lot to be set off. The Magistrates give for answer, that the Surveyor shall be ordered to measure off their share for parties and to satisfy parties.

Whereas the Burgomasters recd on the 26th March 1658. per apostille to their petition, to order and qualify persons to regulate the estate of

* Now Stone Str.

Joghim Pietersen Cuiter dec^{d}, as they shall judge to be best and most fitting; they therefore order and qualify hereby N. Verlett and I. Ebbing for the regulation of the estate of Joghim Pietersen Cuiter aforesaid; and M. de Vos and P. Adolfus for P. Anthony's estate.

Monday, *primo* April 1658. In the City Hall. Present the Heeren Nicasius de Sille, Paulus Leendersen vander Grift, Olof Stevensen Cortlandt, Joannes de Peister, Pieter Wolfersen van Couwenhoven, Jacob Strycker, Cornelis Steenwyck, Isaack de Foreest.

Allard Anthony, pltf. v/s Isaack Mens, deft. Deft. presents in Court his answer, in writing to the demand of the pltf. entered on 25th March. Pltf. demands copy. The Court orders copy to be furnished to party, to answer thereunto at the next Court day.

Joannes Nevius, pltf. v/s Anna Webber, deft., presents in Court, pursuant to the order of the Court dated 25th March 1658, the condition whereupon he hired deft's daughter. Deft. exhibits a declaration in Court, wherein she proves, that the pltf. hired her daughter for one year. The Court condemns the pltf. to pay the deft. a half year's wages for what her daughter earned at his house, as he ordered her to quit his house.

Jacob Wolfersen van Couwenhoven, pltf. v/s Mary Karreman, deft. The W. Court orders deft. to cause her husband to appear.

Rutgert Jansen, pltf. v/s Jan Cornelisen, deft. Deft. in default, but he is excused on account of sickness.

Fredrick Flipzen, pltf. v/s Hermen Jacobsen, deft., demands payment of seven hundred and four guilders in beavers and requests that the deft. may remain so long in arrest, until he shall have paid or given sufficient bail. Deft. admits the debt and says he gave pltf. a note, to receive his pay in the Esopus in grain at market value in beavers. The Court declares the attachment valid.

Marckus de Sousoy, pltf. v/s Jan Smedes, deft. Pltf. as att^{y} of Jaspar Kincking demands in virtue thereof for a/c of said Jasper, from deft. the sum of twenty two guilders according to obligation, wherein the deft. promises five beavers for fl. 22. Deft. admits the debt and promises to pay as soon as he can. The Court orders the deft. to pay the pltf. according to obligation.

Markus de Sousoy, pltf. v/s Burger Jorisen, deft. Pltf. says he hired a mill * from deft. and that the deft. stated the mill could grind 36 skepels in one day, but it cannot grind more than 3 skepels. Deft. answers, that the pltf. ill understood it and that he said the mill could grind 6 skepels a day or 36 skepels per week, exhibiting in Court certain contract made about the lease. The Court refer them to the contract made by Mattheus de Vos.

Nicolaas de Meyer, pltf. v/s Schepen Cornelis Steenwyck and Pieter Jacobsen Buis, defts. Pltf. again demands, that the judgment dated 11 Febr. 1658. may be paid. Defts. answer, they have nothing to do with the pltf. and if he have any claim he may look to Jacob Wolfersen van Couwenhoven. Whereas it appears by certificate of Cornelis van Ruyven, Secretary, dated 11. March 1658, that no appeal is lodged with Director General and Council of N. Netherland to the judgment dated 11th Febr. of the said year pronounced by the Court, the Court orders again, that Walewyn van der Veen's attorney shall annul the mortgage within 3 times 24 hours on a penalty of one hundred guilders to be forfeited in default thereof.

Jan Lauwerens, pltf. v/s Willem Weit, deft. Pltf. demands of Robbert Sley the sum of four hundred and ninety six guilders, eight stivers. Deft. declares he has no objection to it, but says has nothing to do with the matter. Pltf. demands an interpreter to interpret it, which is allowed him. Pieter Taalman appears in Court as interpreter, the Court explaining the nature of the case. The Court having heard parties and what has been interpreted by Pieter Taalman, declares the attachment on Robert Sley's goods valid.

Aucke, Bruynsen, pltf. v/s Dirck Volckersen, deft., demands, that he may set off his place, which he bought from the deft. The Burgomasters inform the Court of the inspection taken by them of the ground in question, also the contract made thereof and that Dirck Volckersen cannot fulfill it. The Court therefore allows Aucke Bruynsen to set off his ground as Dirck Volckersen has no ground to make a common passage.

Schepen Cornelis Steenwyck presents a petition to the Court, in which he requests payment of fl. 935: together with all loss and interest

* This was a tidemill on Dutch Kills, Newtown. See *Riker*, Hist. of Newtown, 16, 21.

accrued thereon, arising from planks and nails delivered in the time of the English troubles for erecting the entrenchments of this City. Whereupon is apostilled—Whereas a petition was presented in date the 11. Septemb^{r} 1656 to the Director General and Council regarding the payment of the old debts incurred for the public defence in the English troubles, whereon they have partially received an apostille, and have sent said request with the apostille thereon, with a letter respecting the matter to the Lords Patroons, but have rec^{d} no answer; they therefore refer the petitioner to the Director Gen^{l} and Council of N. Netherland.

Jacob Wolfersen van Couwenhoven, pltf. v/s Mighiel Paulusen, deft., demands that the deft. shall fulfill his contract. The Court asks the pltf. wherein the deft. fails to observe his contract? Answers, in every point. First, he ought to have ridden timber and he has not done so; and that he had an interest to work underhand therein. Deft. answers as regards the riding the timber, it was not his fault, as the horse must be shod and promises to do his best to perform the contract.

Jan Denman appears in Court with Pieter Taalman, stating that he had presented a petition to the last Court, wherein he requested permission to tap, exhibiting the same to the Court, whereupon is apostilled—That petitioner's request is for certain reasons denied. Whereupon he is informed the principal reason is, that there is so great a noise and racket, that the whole neighbourhood is kept awake. Whereunto he answers, that such occurred in his absence, being gone to Boston. The Court reply, to pay attention to his conduct, and that such disposition shall be made as circumstances permit.

Schepen Pieter Wolfersen van Couwenhoven demands revision of the judgment pronounced in date 25th March 1658, which the Court allows him.

Mighiel Jansen appears in Court exhibiting the a/c existing between him and Bruin Barensen dec^{d} and requests approbation thereof. The Court order a certain item mentioned in the procuration to be brought into the a/c. and they shall then approve it.

Joris Wolsy and Jan Copal appear in Court, Joris Wolsey as pltf. exhibits in Court certain claim in writing against Jan Coopal. Jan Coopal as deft. answers, that the pltf. admitted last Monday to the Court, he sold him the tobacco, as it came from Virginia. Whereupon he delivers an affidavit of two persons in Court relative to the bad quality of the tobacco,

which he bought from Joris Wolsy. Pltf. requests, that Jan Lauwerensen may appear and declare, what he knows of the tobacco in question, which is allowed him. Jan Lauwerensen appearing in Court is asked, what knowledge he has of the sale of the tobacco, and declares, he was present at the trade, but does not know, what Joris Wolsy demanded for it, and does not know any particular circumstances, that occurred nor can he swear to anything that happened. Pltf. delivers in written evidence. Deft. demands copy. The Court orders parties to furnish copy to answer thereunto at the next Court day.

Sibout Clasen appears in Court stating, that he has rec^{d} a judgment against Jacob Stoffelsen, and that it is stated therein, that Jacob Stoffelsen must pay, but no time is designated. The Court answers that he may apply for it when he pleases, for when no time is designated, he may apply for payment from the first moment.

Madaleen Vincent requests by petition, that she may call Mr. Beeckman before the Court to ascertain, if he will declare that she had expressed any abusive words against him. The Court persist by their previous judgment.

This day 2^{d} April 1658, Schepen Cornelis Steenwyck and Pieter Jacobsen Buis appear at the office of the Secretary of this City of Amsterdam in N: Netherland, who declare that they appeal to the Director General and Council of N. Netherland from the judgment pronounced in date the first inst. by the Court of this City, between them appellants and Nicolaas Meyer.

Monday, 8th April 1658: In the City Hall. Present the Heeren Nicasius de Sille, Paulus Leendersen vander Grift, Olof Stevensen Cortlandt, Joannes de Peister, Pieter Wolfertsen van Couwenhoven, Jacob Strycker, Cornelis Steenwyck, Isaack de Foreest.

Schout Nicasius de Sille, pltf. v/s Jacob Eldersen, deft. Deft. in default.

Allard Anthony, pltf. v/s Dirckie Hermas, deft. Deft. in default. Pltf. prosecutes the attachment made on some monies belonging to deft. in Cornelis Steenwyck's hands. The Court declares the attachment valid.

Cornelis Willemsen Beer, pltf. v/s Isaack Mens, says he has attached

some of deft's goods in the public store for payment of freight, board and extraordinary charges amounting to the sum of fl. 230. 8 according to a/c shewn to the Court. Deft. has no objection, but says, he cannot pay, as the property is attached. The Court condemns the deft. to pay the pltf. the sum demanded from the effects or goods attached at beavers' price.

Sieur Wilhelmus Beeckman, pltf. v/s Pieter Jansen Noorman, deft. Pltf. demands from deft. a balance of about the sum of 230 gl., which he deft. agreed to pay for Jan Forbis, and says he agreed with deft. for firewood to be delivered to him, of which he has remained in default and afterwards offered him, pltf., pease, demanding payment with damages and costs. Deft. says, he bought a piece of land from Jan Forbis * of three times 25 morgens and he has not conveyed it to him, maintaining that so long as it is not delivered he is not bound to pay the Heer Beeckman and that he has nothing to do with the Heer Beekman. Pltf. exhibits to the Court the deed of sale, in which it is mentioned that the land must first be paid for before it shall be conveyed. The Court having heard parties, condemn the deft. to pay the pltf. the sum demanded with costs thereon in the space of one month.

Jacob Wolfersen van Couwenhoven, pltf. v/s Ragel van Tienhoven, deft. Deft. in default. The W. Court having seen the deft's answer presented at the last Court, orders that she shall produce further proof at the next Court day, that the pltf. was any wise indebted to her husband, on pain of being debarred further right.

Nicolaes de Meyer, pltf. vs Jan Snediger, deft., demands payment, according to obligation shewn in Court, of the sum of three hundred and fifty guilders, one stiver. Deft's wife appearing in Court, makes excuse for her husband, that he is sick, admits the debt, but says cannot pay before the corn is ripe. Nicolaes de Meyer appearing in Court is asked, what time will he give to pay? Answers, gave her heretofore 14 days time and that deft's husband should have paid two hundred guilders and would wait for the remainder; that the deft. promised but nothing followed, and that she said, "Where there is nothing Cæsar has lost his right." The Court condemn the deft. to pay pltf. pursuant to obligation.

* In the North part of Williamsburgh (Brooklyn). See *Stiles*, Hist. of Brooklyn, 2 : 312.

Claas Teunisen, pltf. v/s Pieter Vander Linde, deft., says, he gave deft. full power to buy tobacco for him, and that he, deft., bought six hhds for him @ 5 stiv. the lb. three of which he carried to his master at the bouwery and that he wished to examine the tobacco, but that deft. said it was good, and that he took them only on his word, yet he afterwards opened the tobacco and found it rotten, stripped too low and a portion too dry, and that Sieur Nicolaas Verlett also saw the tobacco, saying there were six more besides, which he would not bring to the Manhatans for the freight, and that he had paid cash for the tobacco, demanding restitution thereof. Deft. says, what regards the orders is true and that he bought him such tobacco according to his knowledge for the price as he himself would take; he thoroughly examined the tobacco over and under and hither and that the five hhds were good, but the sixth was inferior, and that he, pltf., had seriously threatened him, and he did not know, if he could walk the public streets. Jan Aarsen or Jan Coopal* appearing in Court is asked to declare on oath the condition of the sale of the tobacco and he fully declares the same. The Court having heard parties, also the declaration of Jan Aarsen or Jan Coopal, and that the pltf. had empowered the deft. to buy the tobacco, therefore orders the pltf. to keep his tobacco, and at another time to see, to whom he gives orders.

Willem Pietersen, pltf. v/s Mighiel Paulusen, deft., says, he gave deft. some goods on condition to sell them at Fort Orange at the price he fixed then for him, and what he got over should be his own, but not to sell them on credit nor under the invoiced price, but to return them again, and that he deft. sold two hhds of French wine @ 13 beavers the hhd. and that he had invoiced them to him at 11 beavers, and as deft. is having the advantage of it, he demands payment thereof. Deft. admits having received the hhds on such conditions and says he offered to pay some beavers thereon and to pay the remainder by the next opportunity. The Court condemns the deft. to pay the pltf. promptly.

Jan Aarsen or Jan Coopal, pltf. v/s Joris Wolsy, Thomas Walron, Philip Mintorn, and Nicolaas Emmerson, defts. Pltf. demands in writing, that defts. be heard on their rendered declarations, and demands, that Joris Wolsy exhibit the original declaration in English. Deft. Joris

* A nickname, meaning "Buy All."

Wolsy delivers the original declaration of the witnesses which being read with the translation was found to agree therewith. Deft. Joris Wolsy demands that the tobacco spinner shall declare on oath, that there was no good tobacco amongst that he sold to pltf., or that some of it was sold or repackt. Pltf. demands, that Joris Wolsy shall declare on oath, that the tobacco was such as he had agreed for. Joris Woolsy appearing in Court, is asked if he will declare on oath, that the tobacco was delivered, with his knowledge according to conditions it was sold on? Answers, Yes. Jan Coopal appearing in Court was informed, that Joris Wolsy will declare on oath, that the tobacco was delivered according to conditions; declares that being done, he will pay the tobacco. Joris Wolsy takes his oath in Court. Jan Coopal was therefore condemned by the Court to satisfy and pay Joris Wolsy for the tobacco in dispute.

Allard Anthony replies to Isaac Mens answer and exhibits in Court a list of outstanding debts given by said Mens to Moesman. The Court orders party to furnish copy.

Pieter Jansen, pltf. v/s Evert, the Woodsawyer, attached and deft. Pltf. says that he, deft., took his canoe from the wharf and made him lose it two days; demanding in all 14 guilders. Deft. says Hendrick de Ruiter loaned it him and said they loan it out; I also loan it out. The Court orders deft. to prove, that Hendrick de Ruiter loaned him the canoe. Meanwhile the attachment remains valid.

Adriaen Hegeman, pltf. v/s Jan Hybou, deft. Deft. in default.

Jan Lauwerensen appears in Court exhibiting proof, that skipper Willem Weit has Mr. Sley's estate in hand. Meanwhile the matter in dispute is postponed until Mr. Sley's arrival or for 5 @ 6 weeks.

Schepen Cornelis Steenwyck exhibits in Court the Burgomasters' order; also the petitions and apostilles both of the D^{r} General and Council and of Burgomasters and Schepens and again requests by petition payment of fl. 935. The Court resolved to speak to the Director General and Council thereon.

Schepen Pieter Wolfersen van Couwenhoven exhibits in Court *Acte* of Revision on the judgment dated 25 March pronounced between him pltf. and Dirck van Schelluyne. The Court resolves to fix a certain time for it, also to look over Jan Lauwerens' papers.

This day 10 April 1658, Claas Teunisen, farm servant, living on Cor-

nelis Aarsen's Bouwery, appears before me, Joannes Nevius, Secretary on the part of the Burgomasters and Schepens of the City of Amsterdam in N: Netherland, and declares to appeal to the Director General and Council of N. Netherland from the judgment pronounced by the Court of this City in date 8th April, between him and Pieter van de Linde.

Monday, 15 April 1658. In the City Hall. Present the Heeren Nicasius de Sille, Paulus Leendersen vander Grift, Olof Stevensen Cortlant, Joannes de Peister, Pieter Wolferzen van Couwenhoven, Jacob Strycker, Cornelis Steenwyck, Isaack de Foreest.

Schout Nicasius de Sille informs the Court, that a suit has arisen between Wernaar Wessels, Farmer of the Excise on Wine and Beer, and Jacob Cohn for fraud, committed by the aforesaid Jacob Cohn, and as he, the Schout, has become attorney for the Farmer, Wernaer Wessels, he concludes, inasmuch as he, Jacob Cohen, has taken out no permit, that he be condemned in the fine enacted against such; and as the aforesaid suit is at a stand with parties, he demands that the aforesaid Jacob Cohn be condemned to pay the permit and the fine imposed thereon. The Court orders the Schout to summon Jacob Cohn for the next Court day to answer the demand wch he, the Schout, shall institute against him.

Schout Nicasius de Sille informs the Court, that Nicolaas Boodt has complained of his wifes ill conduct, for which she was summoned before the Court and defended herself and at the same time demanded to be separated from her husband, afterwards summoned the husband, who appearing and he, the Heer Schout, entering his complaint in writing against him, the said Boot demanded proof of his accusation, whereupon said Schout summoned said Nicolaas Boodts wife, daughter and servant before Commissioners thereunto appointed by the Court and asked each of them individually certain questions by interrogatories, which were denied by the aforesaid Boodts wife. He therefore demands a fine for the Poor. The Court having seen the interrogatories, which were put to Nicolaas Boodts wife, daughter and servant, and found, that said Nicolaas Boodts wife denied some of them, which she had declared before the Court, and as such tends to vilipend or to scoff at the Court, they therefore condemn the aforesaid Nicolaas Boodts wife in the fine of twelve guilders for the

Poor, and further in the costs of suit, and moreover ordered them to remain at peace.

Schout Nicasius de Sille and Hendrick Willemsen, baker, pltfs. v/s Joost Teunizen, baker, deft. The pltf. enters his demand in writing. Deft. demands copy thereof. The Court orders party to furnish copy to answer thereunto at the next Court day.

Adriaan Hegeman, pltf. v/s Jan Hubou, deft. Both in default.

Jan Willemsen van Iselstein, plft. v/s Anneken Bogardus, deft. Deft. in default.

Anneken Bogardus, plft. v/s Lauwerens Duyts, deft. Both in default.

Pieter Schabanck, plft. v/s Salomon La Chair, deft. Deft. in default.

Jacob Cohn, plft. v/s Diewer Cornelis, deft. Both in default.

Schepen Cornelis Steenwyck, plft. v/s Simon Leen, attached and deft. Deft. in default.

Isaack Mens rejoins to Allard Anthony's reply. The Court orders copy to be furnished to party and parties are ordered to produce their deduction on the next Court day.

Pieter Rudolfus appears in Court and requests to be discharged from regulating the estate of Pieter Anthony with Mattheus de Vos; the Court has therefore appointed Isaack Grevera in his place to regulate with Mattheus de Vos the aforesaid estate.

Allard Anthony appears in Court, requesting that the matter pending in suit between him and Isaack Mens may be disposed of in a short time.

Schepen Cornelis Steenwyck demands an answer to his last petition.

In the case in question between Pieter Wolferzen van Couwenhoven and Dirck van Schelluyn, Hendrick van de Water is sent for to Court, who is asked, if he had written the *Acte* or notice of delivery of grain by Juffrouw Leentje Mertens dec^{d}? Answers Yes. Declares further, to have written it altogether, when he lived with Jacob Wolfertsen and by Jacob Wolfersen's order, but does not know, whether the barley and pease were received at one time or on whose a/c the pease were delivered nor that the barley and pease were delivered to one man. Therefore the case in question is again postponed until the arrival of Tomas Hal.

The City Messenger is authorized to speak to the neighbours of the

Brewer's Street for the payment of the monies for the improvement of the street, for which they stand assessed and to make known their answer to the Burgomasters.

This day, 20th April 1658, Frerick Aarsen appears at the office of the Secretary of the City of Amsterdam in N. Netherland and declares, that he appeals to the Director General and Council of N. Netherland from the judgment pronounced on the 18th April 1658, by Burgomasters of the City aforesaid between him and Christiaan Barens.

On the 16th April Pieter Schaafbanck is accepted as City Messenger by Dr General and Council of New Netherland on the allowance as formerly.

Monday, 6th May, 1658. In the City Hall. Present the Heeren Nicasius de Sille, Olof Stevensen Cortlandt, Paulus Leendersen vander Grift, Joannes de Peister, Pieter Wolferzen van Couwenhoven, Jacob Strycker, Cornelis Steenwyck.

The Treasurer Allard Anthony appears in Court producing his papers and documents, used in the suit against Isaak Mens; requesting quick despatch in the case. Further states, that he has attached some planks or goods of Dirckje Hermans in the hands of Schepen Cornelis Steenwyck, who promises to pay it within six weeks time, with which the Treasurer Allard Anthony is satisfied.

Schout Nicasius de Sille, pltf. v/s Barent Egbersen and wife and Jan Smedinck and wife, defts. The pltf. states, that the defts. complained of each other to him, and that they kept a disorderly house and beat each other and that Jan Smedingh stated, he had hired half the house, they occupied from Barent Egbertsen and that Secretary van Ruyven released him from the hire; requesting that they may be separated. Barent Egbertsen answers, he rented half the house to Jan Smedinck by the month with liberty to leave it at any time; saying further, that the women had words together and that his wife struck Jan Smedincks wife on the back, but that Jan Smedincks wife struck his wife more severely and Jan Smedinck also; and that his wife is near her time. The Court having heard parties order, that Jan Smedinck shall quit the house on condition of paying according to his promise.

Schout Nicasius de Sille, pltf. v/s Aris Otten, deft. The pltf. states,

that an order has been enacted, that all tapsters must take out a license and the deft. has not taken out one; demanding therefore the fine affixed thereto. Deft. answers, that he did take out a license, exhibiting it to the Court and admits having tapped previous to Easter. Pltf. replies, he took out the last license after he had entered the fine against him as, when the Schout enquired whether he had a license, he, deft., answered that he had not taken out any. Deft. is asked on what day he had taken the license out? Answers, Easter Tuesday, and had tapped a drop before Easter. Declares further, that the Fiscal came on Easter Tuesday asking him, whether he had taken out a license? Answered No, whereupon he entered the fine ag'st him, and that his wife did not tell him, that the City Messenger had notified her, to take out a license. The Court condemns the deft. in a fine of one pound flemish to be paid to the Officer, because she neglected to take out a license at the appointed time.

Govert Loockermans, pltf. v/s Schepen Pieter Wolfersen van Couwenhoven, deft. Pltf. as attorney of Isaack Allerton demands, that the attachment be declared valid on the nineteen hogsheads of tobacco, which he had attached on a claim of freight for M^{r} Allerton's Ketch, chartered by Tomas Hal, according to contract exhibited in Court, and that he take the tobacco on a valuation, and the deft. be condemned to pay the remaining freight. Deft. answers, that Tomas Hal sent him the tobacco, with orders to pay from it Abraham de la Noy and Mast^{r} Jacob Varrevanger. Parties having been heard, the following votes are given and the conclusion or judgment follows: Paulus Leendersen vander Grift votes, that each voyage ought to be paid from the arrival of the Ketch according to contract. Joannes de Peister's vote is the same as vander Grift. Jacob Strycker's vote—On Tomas Hal's arrival according to contract and the attachment invalid. Cornelis Steenwyck's vote—Each voyage on the arrival of Tomas Hal, according to contract. And whereas the votes are equal, the Schout Nicasius de Sille sides with the votes of the Burgomast^{r} and Schepen Joannes de Peister.

Parties having been heard, the attachment on the tobacco was by plurality of votes declared valid, and that deft. as attorney of Tomas Hal, shall pay pltf. as attorney of Isaack Allerton the hire of the Ketch, (which Tomas Hal chartered) according to contract.

M^{r} Jacob Varrevanger, pltf. v/s Govert Loockermans, deft., says that

Tomas Hal had consigned a number of hhds. of tobacco to Pieter Wolfersen van Couwenhoven and he has a claim on them, but they are attached by the deft.; he wishes to know wherefore? Deft. answers, he claims nothing, but the freight. The Court declares the attachment valid.

Govert Loockermans, pltf. v/s Joannes Pietersen Verbrugge, deft. Pltf. as attorney of Sander Leendersen, demands from the deft., as attorney of the widow of skipper Willem Tomassen, dec^{d}, twenty one pounds of beaver robes, or the value thereof, which skipper Willem Tomassen dec^{d} took with him to Holland from Willem Teller for Sander Leendersen, according to affidavits exhibited in Court. Deft. says, the matter is unknown to him, and he does not know, how much they amounted to; and if the Magistrates can find the proof sufficient, he promises to pay. The Court defer the case, until Sander Leendersen's arrival, or until Sander Leendersen shall declare on oath before the Court, that the beaver given to skipper Willem Tomassen dec^{d} were delivered to bring goods for them from Fatherland, and not for a debt.

Isaack Allerton, pltf. v/s Jacob Steendam, deft. Deft. in default.

Isaack Allerton, pltf. v/s Guiliam Verlett, deft. Deft. in default.

Jan Rutgersen, pltf. v/s Isaack Allerton, deft., demands from the deft. the sum of one hundred and twenty one guilders six stivers according to two different obligations of two seamen, who sailed in deft's bark to the Islands, for whom deft. has engaged to pay from their earned wages. Deft. answers, he is not indebted. Pltf. replies, that the deft. had previously accepted. Whereupon deft. is asked, if he be willing to pay the pltf. if the men have earned (the money)? Answers, he will pay, if others, who sailed with the bark, are paid, and that the pltf. must say, how much they have earned. Pltf. says 24 guild^{rs} per month. M^{r} Allerton appearing in Court is asked, if he does not know, what the men have earned per month? Answers, No. The Court orders that the pltf. shall prove what the men have earned per month.

Pieter Rudolfus, pltf. v/s Ryk Hendricksen and Christiaan, woodsawyers, defts. Pltf. says, he has attached some money of the defts. in Secretary Cornelis van Ruyven's hands; as he agreed with the defts. about the sawing of planks, which they defts. were to saw for him, pltf., and he paid them a sum of money thereupon, but the planks could not pass according to condition: requests the Court to appoint some persons

to inspect the planks, to see if they can pass according to conditions. Defts. answer in writing, demanding from the pltf. in reconvention twenty guilders two stiv. balance of fl. 300. The Court refers the case in dispute to Frans Jansen and Adolf Pietersen, to inspect the planks and to select such as are good according to condition, for which the pltf. shall have to pay the defts. according to conditions.

Jacobus Vis and Joannes Withart, arrestants and pltfs. v/s Dirck van Schelluyne, arrested and deft. Pltfs. state, that they loaned the deft. some monies to pay for a horse which he bought. Deft. promised to pay it in grain, according to obligation dated 8th Febr. 1658. and a part thereof is paid; and they, pltfs. offered him, that he should fix a time to pay them the balance, which he is unwilling to do; demanding payment and that the attachment remain. Deft. answers in writing, requesting time until the harvest or at the discretion of the Magistrates; demanding from the pltfs. in reconvention the damages and costs incurred by the arrest. The Court declares the attachment valid and condemns the deft. to pay the pltf. according to obligation.

Dirck van Schelluyne, pltf. v/s Jacob Wolfersen van Couwenhoven, deft. Deft. in default.

Dirck van Schelluyne, plft. v/s Josep. Waldron, deft. Deft. in default.

Tomas Wernaart, pltf. v/s Jacob Wolfersen van Couwenhoven, deft. Deft. in default.

Nicolaas de Meyers, pltf. v/s Jacob Wolfersen van Couwenhoven, deft. Deft. in default.

Jan van Leiden, pltf. v/s Anna Bogardus, deft. Pltf. demands from deft. the sum of twenty guilders for a calf and six guilders expences for bringing a cow and calf to the Fort; further the expences of board. Joannes Verbrugge, as attorney of his mother in law, the deft., answers, he knows nothing of it except what the deft., his mother in law, communicated to him by writing, exhibiting it to the Court, offering to pay, if the Court decide that he must pay. The Court condemns the deft. to pay the pltf. the twenty guilders, with costs of suit. Regarding the expences of the cow and calf the pltf. shall have to prove, that he incurred them.

Anna Bogardus, pltf. v/s Lauwerens Duits, deft.

Joannes Pietersen Verbrugge, as attorney of the pltf., his mother in

law, pltf. v/s Lauwerens Duits, deft. Pltf. demands the full rent of the bouwery which his mother in law leased to Jan van Leiden and Lauwerens Grootschoe * stands in his shoes. Deft. answers he is not indebted, as the pltf's mother in law released him from the rent, for which he was to pay two hogs and he has paid one, so that he must pay one more. The Court condemns the deft. to deliver the hog to the pltf.

Simon Joost, pltf. v/s Augustyn Heermans, deft. Pltf. demands from deft. six beavers, five guilders and 12 stiv. arising from two months, seven days earned wages, which he pltf. has earned, navigating the deft's galiot in the year 1651. Deft. requests copy of the demand to answer thereto in writing. The Court orders copy to be furnished to party to answer thereunto at the next Court day.

Cornelis Aarsen, pltf. v/s Pieter Jansen and Gerrit his partner, defts. Defts. in default.

Pieter Schabanck, pltf. v/s Salomon la Chair, deft. Pltf. as attorney of Teunis Kray demands from deft. payment of the remaining instalment, being the third for the house and lot which he deft. purchased from Teunis Kray. Deft. requests time, saying the money was ready, but not the deed; meanwhile the money dropped through his fingers. The Court condemns the deft. to pay the pltf.

Nicolaas Boot, pltf. v/s Jan Jansen Bestevaar, deft. Pltf. states, that some hogsheads of tobacco were consigned to him, Jan Jansen Bestevaar, by Jan Mighielsen, but in case Jan Jansen Bestevaar were absent they were consigned to him to be sent to Holland, requesting as Jan Jansen Bestevaar is present, that he be released therefrom. Deft. answers, he cannot accept the tobacco, as it is not worth as much as the freight and is not consigned to him. Pltf. replies, he has letters to that effect and that he deft. has rec^{d} some of the hhds. Nicolaas Boot and Jan Jansen Bestevaar appear in Court and said Boot exhibits the bills of lading. The President says, the bill of lading does not mention Jan Jansen Bestevaar. Boodt answers, he is mentioned in the letter, offering to ship the tobacco, if Jan Jansen Bestevaar will pay charges. The Court having heard parties, orders Jan Jansen Bestevaar, as he has accepted the other tobacco, to accept also the remainder, and to dispose of it to the best advantage of the owner.

* Big Shoe.

Raaf Cardel, pltf. v/s Matthys Capito, deft. Pltfs. wife states, that her husband sold deft. a piece of land, demanding payment of the sum of seven hundred and seventy two guilders, exhibiting in Court the deed of sale, written in English. Deft. requires copy of the demand and deed of sale. The Court orders copy to be furnished to party to answer thereunto.

Rutgert Jansen, pltf. v/s Jan Cornelisen, deft. Deft. in default.

Robbert Passele, pltf. v/s Skipper Igsiter, deft., demands payment of eight months wages @ fl. 18. per month earned from deft. as seaman. Deft. requests M^r^ Allerton as interpreter, who appears in Court; answering for the deft., that the pltf. engaged with him to the 14^th^ of May. Which being demanded of the pltf. he answers, No, but for the voyage and that he had been one @ two voyages with him, and that the deft. wants him to make a third. Deft. requests, that the pltf. be asked, if he has not promised to go also a third voyage with him? Which is asked him. Answers, No. M^r^ Allerton says the matter is so grave, that if he have not another man, he has to lose fl. 200. Parties are asked, if they will declare on oath what they say? Answer, Yes. The Court having heard parties and having considered every thing, condemn the deft. to pay pltf.

Joannes Withart and Jacobus Vis arrestants and pltfs. v/s Teunis Jansen, arrested and deft. Pltfs. exhibit in Court a written contract and a/c of re^ces^ of and disbursements for corn, which he, deft., should deliver to them; saying he had delivered the poor grain and kept the best, demanding therefore to be released from what is delivered. Deft. says, they have all the grain he had and he has no more. Pltfs. say, if the deft. will promise to deliver them in payment the grain as it stands in the field, they will look after it. The Court discharges deft. from the arrest and condemns him to pay pltfs. next harvest.

Joost Teunizen, baker, answers the demand of the Schout Nicasius de Sille. The Schout demands copy to reply thereto. The Court orders the Schout to furnish copy to reply thereunto at the next Court day.

Wednesday, 8^th^ May, 1658. In the City Hall. Present the Heeren Paulus Leendersen vander Grift, Joannes de Peister, Pieter Wolfersen van Couwenhoven, Jacob Strycker.

As the Board is not complete, business is postponed to another oppor-

tunity. Meanwhile the present Board resolves, that each of the Members of the Board in particular shall look over the papers and documents made use of in the suit between Allard Anthony as attr of Arent Jansen Moesman *cum Sociis* and Isaacq Mens, in order to understand the same.

Monday, 20th May, 1658. In the City Hall. Present the Heeren Olof Stevensen Cortlant, Paulus Leendersen vander Grift, Joannes de Peister, Pieter Wolfersen van Couwenhoven, Jacob Strycker, Cornelis Steenwyck.

The Heer Schepen Joannes de Peister, pltf. v/s Matthys Capito, deft. Pltf. demands payment of fl. 126: 17 according to obligation exhibited in Court, with interest and says that deft. keeps him going all the time. Deft. says, he sold his house in order to satisfy everyone. Pltf. says in reply, that the deft. had paid others out of the first instalment, and he cannot get any thing from him. Deft. answers, he has paid the oldest debts first, which he thinks is reasonable and just. The Court orders deft. to pay the pltf. from the second instalment of the house, giving him security therefor within the time of twice twenty four hours.

Govert Loockermans, pltf. v/s Schepen Pieter Wolfersen, deft. Pltf. as attorney of Mr Allerton demands in writing payment of the balance to be selected from the arrested tobacco for freight of the Ketch, chartered by Mr Allerton to Tomas Hal, whose attorney deft. is; and authority for the Marshal to collect by execution further payment with costs. Deft. answers, as Tomas Hal whose agent he was is present, he is released from the agency; therefore has nothing more to do with the matter, and if he have any claim for freight he must speak to Tomas Hal. The Court orders the pltf. to sue the principal as he is present, and therefore discharges the deft. from the agency.

Hendrick Jansen vander Vin in quality as curator, pltf. v/s Merritje Pieters, deft. Pltf. as curator of the estate, left by Hermen Jacobsen Bamboes, states to the Court, that he in virtue of authority has inventoried the property left by Hermen Jacobsen Bamboes, exhibiting it in Court; and that the deft., widow of said Bamboes, declares she has no other property, than what has been exhibited and inventoried; requesting that she do legally declare so. Deft. is asked, if she have no more property than is inventoried? Answers, No. And declares she must pay fl. 250 in Holland to Skipper Beer, to whom she gave a suit of clothes on

a/c before her husband's death; and offers to declare, that she has nothing but what is on the inventory. Pltf. says, he understands she removed some property to another place. Parties again appearing in Court, pltf. is asked, if he have any certitude, that the woman has any thing besides what is on the inventory? Answers, No; and demands, in virtue as aforesaid, attachment on the goods specified in the inventory, which is allowed. Merritje Pieters is asked, if de Beer be all paid—Answers not half, and declares further by her troth instead of an oath, as she is scrupulous and not accustomed to take an oath, that she has nothing else, than what is on the inventory and the suit made for Skipp[r] Beer before her man's death.

Hendrick Jansen vander Vin in quality as curator, pltf. v/s Dirck Clasen, deft. Pltf. as curator of the estate left by Hermen Jacobsen Bamboes states, that he found in a chest among the property left by him, Bamboes, an obligation against the deft. for the sum of fl. 60. And as he, deft., is about to depart, he requests attachment of his person or security for the payment at the appointed time, with costs thereon. Deft. offers to give security for the payment at the time fixed. The Court orders deft. to enter bail for the payment of the sum demanded, with the costs, or otherwise the attachment to be valid.

Hendrick Jansen vander Vin, in quality as curator, pltf. v/s Hans Brunswyck, deft. Pltf. as curator of the estate left by Hermen Jacobsen Bamboes states, that he rec[d] a letter setting forth that the deft. owes fl. 35. to Hermen Jacobsen, abovenamed. Deft. answers, that he has given his hand to pay Hans Stein. The Court orders deft. to prove on next Court day that he has given his hand to Hans Stein for the debt of Hermen Jacobsen Bamboes.

Hendrick Jansen vander Vin, in quality as curator, pltf. v/s Hendrick Pietersen, deft. Pltf. as curator of the estate left by Hermen Jacobsen Bamboes, states that he rec[d] a letter, wherein it is said that the deft. owes Bamboes fl. 10. for freight. Deft. answers, he did some services for Bamboes and boarded himself on the voyage. Therefore spoke to Bamboes about the freight at Hans Stein's house, offering him half a beaver or five guilders in zeawant and that said Bamboes would have six guilders. The Court orders deft. to prove at the next Court day, that he had a contract with Jacob Bamboes dec[d]

Joost Teunizen, baker, pltf. v/s Hendrick the baker, deft. Pltf. rejoins to the reply of the Schout Nicasius de Sille and Hendrick the baker, and also enters his demand in writing against Hendrick the baker. Deft. demands copy to answer thereunto and shall endeavour to produce other proofs. The Court orders party to furnish copy to answer thereunto at the next Court day.

Tomas Waldron, pltf. v/s Jacob Wolfersen van Couwenhoven, deft. Deft. a second time in default. Pltf. demands from deft. the sum of two hundred guilders which he obliged himself to pay within three months according to obligation dated 17 August 1657. The Court orders the deft. Jacob Wolfersen van Couwenhoven to deposit with the Secretary the sum demanded within 24 hours' time.

Dirck van Schelluyne, pltf. v/s Jacob van Couwenhoven, deft. Deft. for the second time default. Joannes Nevius as attorney of the pltf. demands authority for the Marshal to execute the approved award of the arbitrators. The Court orders and charges the Marshal to put into execution the approved award of the arbitrators.

Raaf Cardel, pltf. v/s Matthys Capito, deft., demands payment of the sum of fl. 772. pursuant to obligation exhibited in Court, for purchase of a plantation, and says he has rec^{d} something thereupon. Deft. demands eight days respite to answer in the case, and excusing himself, as he is in the Company's service and was prevented by the arrival of the General from answering according to the Courts order dated 6. May 1658. The Court asks the deft., if he have any thing against it? Answers, He will answer thereunto on the next Court day. Pltf. produces some papers, whereby he proves, that the deft. bought and took possession of the plantation. Parties being heard, the deft. is condemned to pay the pltf. as he has failed to answer; and if he have any thing to bring in, he may do so on the next occasion.

Augustyn Heermans, pltf. v/s Pieter Jansen, mason, deft., demands payment of the sum of fl. 55. for house rent. Deft. answers, he agreed with the pltf. to repair his room for the rent, or else to pay fl. 55. Pltf. replies, if it amount to that he shall prove what he states, reading certain conditions for the Court, which conditions deft. denies. The Court orders the pltf. to produce further proof.

Grietie Dircks, pltf. v/s Merritje Dreper, deft., says she bought a

young pig from Jacob Wolfersen for six guilders which the deft. claims. Deft. says, it is her's, and that she marked it last year on Ascension day. The Court orders deft. to prove on next Court day that it is her hog.

Abraham Rycken, pltf. v/s Jan Rutgersen, deft. Deft. in default.

Rutgert Jansen, pltf. v/s Jan Cornelisen, deft. Deft. a second time in default. Pltf. demands payment of fl. 60. with costs. Whereas the deft. has made for the second time default, the Schout is ordered to send for the deft., because being arrested, he let him go on his own security.

Jan Eversen Bout, pltf. v/s Claas Pietersen Cos and Mighiel Jansen, defts. Pltf. demands payment of the deft., Claes Pietersen Cos, of the sum of fl. 1038: 5 balance of a bouwery named Gamoenepa,* which he bought from him; with interest and costs, or otherwise that he shall look to his land. Deft. exhibits in Court the deed of sale, wherein one instalment of fl. 406. is entered; he says more is paid on it than pltf. credits him for on the a/c: undertakes to pay the ballance. Pltf. says, the instalment entered on the deed is transferred to the a/c., proving it through Mighiel Jansen, whom the deft. has empowered and who kept the a/c for him and also declares it so to be. The Court having heard parties condemn the deft. to pay pltf. according to a/c. or in default thereof civil interest of the money from date hereof.

Beeletje Hendricks, pltf. v/s Pieter Jansen and Gerrit Pieterse, defts. Gerrit Pietersen in default. Pltf. says, that the defts. had had one meal of victuals at her house and been two days out riding with the wagon, demanding payment of the sum of fl. 40 balance. And as Evert† the glazier owes deft. some money and the pltf. must pay him, Evert, abovenamed, she requests it may be allowed as an offset and that each be paid with a closed purse. The wife of the deft. Pieter Jansen appears in Court, answers that her husband says he does not owe more than fl. 13. 10., and his partner fl. 8. and that they defts. had given her, pltf., an order for fl. 20 on Evert the glazier. Parties being heard the deft. is ordered to direct Evert the glazier to retain fl. 40. for the pltf. and that Pieter Jansen himself must appear.

Wernaar Wessels, arrestant and pltf. v/s Simon Joosten arrested and deft. Pltf. in default. Deft. is therefore discharged from arrest.

Pieter Jacobzen Marius, pltf. v/s Jenneke Melein, deft. Pltf. de-

* Now Communipaw, N. J. † Duyckinck.

mands from deft. fl. 204: 3 for a/c of Jan Jansen, cheesemonger, as her attorney. Deft. answers, she rec^{d} 3 @ 400 guilders in loose sewant from Jan Jansen; demanding what she disbursed for him and that she paid something now and again on it and had settled with him before he left, and afterwards paid something on it, so that there remains fl. 30. The Court refer the matter in question to Jacobus Vis and Joannes Withart to decide the a/c and to reconcile parties if possible; otherwise to report to the Court.

Pieter Jacobzen Marius, pltf. v/s Samuel Etsal, deft. Nicolaas Boot appears with Samuel Etsal in Court. Pltf. demands from deft. fl. 422. 10. with costs on a/c of security, which deft. entered for Juffrouw Anna Custers according to bailbond shewn in Court. Nicolaas Boot answers, he tendered the pltf. payment. Pltf. says the payment was not good. Deft. answers the pltf. has not seen the tobacco, therefore does not know, whether it be good. The Court condemns deft. to pay pltf. within six weeks time.

Frerick Lubbersen, pltf. v/s Jacobus Vis, deft. Pltf. on an obligation against Jacob Wolfersen demands payment of the sum of fl. 280 in tobacco, for which deft. remains bail, saying he cannot get any thing from the pltf. *sic* [? deft.]. Deft. answers, why hast thou not first sued the principal? And says he is not bound to pay before the pltf. has got judgment against Jacob Wolfersen. The Court orders the pltf. first to sue the principal.

Nicolaes Velthuyzen arrestant and pltf. v/s Tomas Harret arrested and deft. Deft. in default. Pltf. states, that he summoned and arrested the deft. and that deft. is gone away from the arrest, leaving two barrels of pork standing at his house, which he fears will spoil, and says he has also attached the pork, prosecuting the same. The Court declares the attachment on the pork valid and orders him to inform the Schout, that the arrested Tomas Harret has broken his arrest.

Jan Aarsen or Jan Coopal, pltf. v/s Pieter Engel, coxswain of the ship the *Otter*, deft. Pltf. says, the deft. offered some goods for sale to him and agreed with him for an anchor of brandy and a pair of boots, which he bought of deft. for some halves and pieces of beaver, which he deft. took in payment, on this condition that he would bring one or two with him to look at the beavers, and that he deft. brought a pair of boots

next day. Deft. answers, he sold the brandy and boots on condition, if the men were not satisfied, the sale should be void, and that he brought back the beavers. Pltf. replies, had the trade not pleased him, he should not have brought the boots, and that he has not seen the beaver skins up to this hour. Deft. says, if the Magistrates please to hear the witnesses relative to the conditions, that they stand without and he will call them in. The witnesses of the deft. Pieter Engel appear in Court and declare the conditions to be, if the men did not consider it was the value, the trade was void. Whereupon the deft. is asked, why then did he bring the boots ashore on the next day? Answers, he brought them ashore on the evening of the same day. The pltf. says, he brought the boots the next day. The Court having heard parties, also the declaration of the witnesses, orders the pltf. to prove that the deft. brought the boots to the house on the next day, and that then the deft. shall be bound to pay the pltf. the anker of brandy.

Pieter Jansen Noorman, pltf. v/s Sigismondus Lucas, deft. Deft. in default.

Thursday, 23d May, 1658. In the City Hall. Present the Heeren Nicasius de Sille, Paulus Leendersen van der Grift, Joannes de Peister, Pieter Wolfersen van Couwenhoven.

Hend: Ryken, skipper of the ship called the *Spheramundi*, appears in Court and demands, what is required of him? He is answered, that the subjoined persons were pleased to ratify on oath the declaration, which they made before the Notary Dirck van Schelluyne and certain witnesses, and for that purpose at the request of the skipper above named, appeared Andries Andriaensen, pilot, Willem Willemsen, chief boatswain, Pieter Willemsen Ester, gunner, Cornelis Jacobsen Weesp, carpenter, Marcus Bahrs, surgeon; to whom the abovementioned declaration was read, word for word, and they were asked, if they knew of any thing in opposition to the declaration? They have ratified it by oath, and the oath was tendered to them by the Schout.

Monday, the 27th May, 1658: In the City Hall. Present the Heeren Nicasius de Sille, Olof Stevensen van Cortlandt, Paulus Leendersen van der Grift, Joannes de Peister, Pieter Wolfersen van Couwenhoven, Jacob Strycker, Cornelis Steenwyck.

The Schout Nicasius de Sille requests copy of Joost Teunissen, the baker's, rejoinder and quick despatch of the case, and that parties on both sides shall make their deduction and produce the papers by inventory. The Court orders copy to be furnished to party, and parties on both sides are ordered to produce their papers by inventory on the next Court day.

Jacob Wolfersen van Couwenhoven, pltf. v/s Tryntje van Campen, deft., demands, that some person may be appointed to examine the a/cs in dispute between them both, and that the case in question be decided. Deft. says, she settled with him before her departure for Holland and had not a receipt from him and that his brother Pieter Wolfersen has the a/c. The Court appoint for the decision of the case in question Jacob Kip and Isaack Grevera as Commissioners to examine the a/c in presence of Schepen Joannes de Peister, and to reconcile parties.

Frerick Lubbersen, pltf. v/s Jacob Wolfersen, deft., demands from deft. payment of the sum of two hundred and thirty guilders in beavers according to obligation for a horse bought from him. Deft. answers, he gave pltf. some silver ware in pledge, and that the sum amounts to as much and he should receive tobacco in payment from his brother in law Govert Loockermans. Pltf. says, the tobacco was no good and declares he had some silver ware from him, deft., in pledge, but that Jacobus Vis said to him, pltf., Give back the silver ware to Jacob Wolfersen, I am bail for him. Deft. says, that his brother in law, Govert Loockermans, owes it, else it was all paid in tobacco. Pltf. answers, that Govert Loockermans said, each should take a man to examine the tobacco. Frerick Lubbersen is asked where the obligation is? Answers at home; he is, therefore, ordered to fetch it. Frerick Lubbersen appears in Court, exhibiting the obligation, and that Jacob Vis becomes security therein. The Court orders the deft. Jacob Wolfersen to pay the pltf. in the time of twice 24 hours, after notification hereof, and failing therein Jacob Vis is ordered to pay pltf. according to the obligation.

Hans Stein, arrestant, pltf. v/s Hendrick the wheelwright, in the Flatbush, arrested and deft. Deft. in default. Hans Stein appears in Court; is asked if he has any order from Hermen Jacobsen Bamboes, that Hans Brunswyck shall pay him? Answers, Yes; and exhibits it to the Court, and declares to have rec^{d} it before the death of Bamboes abovenamed. Is further asked, if he knows, that Hermen Jacobsen Bamboes

and Hendrick Pietersen spoke with each other of an agreement? Answers, heard something, but knows not what. He is further asked, if any other of Hermen Jacobsen Bamboes' goods were transferred to him in pledge? Answers, No. But that the wife of Hermen Jacobsen abovenamed offered to give something in pledge for the bailbond, but that Frerick Phlipsen told her, that the man had enough and could well pay it, and that he was secured. Therefore took nothing.

The Heer Schout Nicasius de Sille states that if any one is arrested and summoned, and goes away he is liable to be apprehended.

Abraham Rycken, pltf. v/s Jan Rutgersen, deft. Deft. second time in default. Pltf. demands payment of fl. 242. remaining instalment of a house sold him. The Court orders the deft. to deposit the monies with the Secretary within four times twenty four hours after notice hereof.

Jacob Wolfersen, pltf. v/s Lucas Eldersen, deft. Deft. in default. Pltf. exhibits in Court a judgment by contumacy against the deft. in date 27th Octob: 1653. for the sum of fl. 181. demanding payment. The Court orders pltf. again to summon deft. for the next Court day.

Govert Loockermans, pltf. v/s Pieter Schabanck, deft. Pltf. demands from deft. payment of the sum of fl. 167: 10: 8. according to obligation. Deft. offers to pay today or tomorrow. The Court orders deft. to pay pltf. according to offer.

Pieter Schabanck, pltf. v/s Salomon la Chair, deft. Deft. in default.

The Schout Nicasius de Sille requests to be excused as the General goes to the Esopus and the ships sail for Holland.

Madaleen, wife of Raaf Cardel, appears in Court, requests an end of the case in question between her and Matthys Capito. Matthys Capito requests in writing a postponement for eight days, as he had sent his commissioner to obtain at Gravesend the writings and documents necessary for his answer, and has received no tidings of him. Therefore does not know what impediment he has had. The Court refer to their previous judgment rendered in date 20th May last, and at his request grant him still 8 days delay, on pain of being debarred his rights.

Tomas Hal and Samuel Mey appearing in Court, Tomas Hal states, that Samuel Mey summoned Nicolaas Boot, through Nicolaas van Elslant, who has gone away, and forgotten to deliver over the roll. Samuel Mey delivers in certain writing, and whereas party is not present, Mey is

ordered again to summon his party for the next Court day. Tomas Hal is asked, if he know, whether the 40 skepels of peas in question between Pieter Wolfersen van Couwenhoven and Dirck van Schelluyn were delivered for a/c of Pieter Wolfersen or his brother Jacob Wolfersen? Answers, he knows nothing of it; and that it was more than the barley.

Hendrick Jansen van der Vin appears in Court, requesting that Dirck Clasen may be ordered to give bail for payment at the time appointed in discharge of an obligation in behalf of the creditors of Hermen Jacobsen Bamboes dec^{d} or otherwise to remain arrested as he is about to depart for Holland. Dirck Clasen appears in Court; offers to give bail and says Jan Perier shall be his bail. The Court orders Dirck Clasen to have a bail-bond drawn up.

On Jan Jansen Bestevaar's petition is apostilled—Whilst the petitioner is ordered in date 6 May 1658 to retain the tobacco, he may sell it for the best advantage of the owner.

Whereas according to Order of the Court dated 6th May 1658, Sander Leendersen shall declare on oath, that the twenty one pounds of beaver robes were given to skipper Willem Tomassen dec^{d} for *Patria* to bring goods for them thence and not for debt, Govert Loockermans, as attorney of Sander Leendersen, has confirmed the declaration of Sander Leendersen on oath, produced in Court, and exhibited; Joannes Pietersen Verbrugge as attorney of Willem Tomassen dec^{d} is therefore ordered to satisfy and pay the aforesaid 21 lbs. of beaver robes to Govert Loockermans.

The Court having seen the demand in reconvention * of Dirck van Schelluyne and thereupon asked their Secretary, Joannes Nevius, if Dirck van Schelluyne has his own room or apartment in his house, whereof he pays the rent, and if he keep fire and light there? Answers he has no room of his own, for which he pays rent, nor keeps fire and light at his place, but does indeed frequently sleep and write there and as they have business together relative to the bouwery, therefore take nothing from each other; consequently it is decreed, that Schelluyne having no *fixum domicilium* in this City is liable to be arrested here, and his demand in this regard is dismissed.

On Dirck Crynen's petition is apostilled:—The petitioner is referred to the Director General and Council of N: Netherland.

* Cross action.

The Court having seen the proofs given in by Jan van Leyden, therefore order Anneken Bogardus or her attorney to pay the expences incurred on the cattle.

On the petition of Jacob Wolfersen is ordered:—When the debt is due and confessed he shall be ordered to pay.

Schepen Cornelis Steenwyck requests an apostille on his last presented petition.

Hans Dreper appears in Court bringing with him Pieter Jansen, mason, and Dirck Clasen, who testify, that the hog in dispute between him and the widow of Jan Nagel dec^{d} is the hog, that belongs to Hans Dreper, and declare they well know it. The Court orders Hans Dreper to keep his hog and that Grietje Dircks, widow of Jan Nagel, has to look to whomsoever she bought the hog from.

Augustyn Heermans answers Simon Joosten's demand. The Court orders copy to be furnished to party to answer thereunto at the next Court day.

Mister Willett and Jan Lauwerens appear in Court and M^{r} Willet states, that he received a letter from Robbert Sley, wherein he writes, that he maintains he is not bound for the payment as a servant cannot bind his master's estate. Which the Court decides is no reason in support of the case in question.

This day, 27th May, 1658, appears before me, Joannes Nevius, Secretary, Dirck van Schelluyne, who this day appeals to the Director General and Council from the judgment pronounced by the Court in date 6th May 1658 between him and Joannes Withart and Jacobus Vis.

The Court having seen the papers and documents, used in the suit between Allard Anthony as attorney of Arent Jansen Moesman *cum sociis*, pltfs., against Isaack Mens, deft. for a claim instituted by the abovenamed pltf. ags't the deft., their Worships having weighed with mature deliberation and examination all the papers used by parties on both sides, have adjudged as follows:—That Isaack Mens shall be bound to transport and convey to the pltf. all the debts appearing by conveyance executed before the Notary Pieter van Buitene and certain witnesses dated 27th Novemb. 1657, and if any thing should have been received by him or his attorney since his departure to Holland A^{o} 1657, to restore and pay the same to the pltf. aforesaid; regarding the fl. 1162: 9. he, deft., shall pay

the pltf. the amount of debts and effects, which were before his departure A° 1657 for N. Netherland, according to transport executed before the Notary Jacob van Swieten and certain witnesses dated 10 Dec^r 1657 and shall be bound to let his books be examined, to see if any debts be there and deliver up the same to the abovenamed pltf., to which end Pieter Cornelissen vander Veen and Paulus Schrick are appointed to act in the presence of the Schepen Cornelis Steenwyck, and he, deft., shall be bound to declare, after making the transfer, that he has no more effects or debts and has justly conveyed all. Meanwhile the attached goods are to remain so long arrested, until he the deft. shall have fulfilled this judgment or remove the same by sufficient security, with which the pltf. in his quality is satisfied: And whereas he, the deft., says, he has not had any commission or acc^t from his employers; the deft's employers are therefore ordered and shall accordingly be bound to render due a/c to him, the deft., Isaack Mens, or his att^y. of what the returns sent them by deft. amounted to, to shew therefrom if any thing be due the deft. of his commission arising from the sales, for which the pltf. as attorney, remains bound to enter sufficient bail. The costs incurred in this suit are to be borne by the pltf. and deft. each to pay his own. Thus done and adjudged in the Court of Burgomasters and Schepens of the City of Amsterdam in N. Netherland, the 27^th^ May, 1658.

The Court having seen the papers and evidence produced by Jans Lauwerens in the case against Robbert Sley, also the letter of credit in date 25^th^ May 1657, wherein it appears, that Samuel Smitt is appointed attorney over Robbert Sley's estate, which he possessed on the date aforesaid, and the abovenam^d^ Samuel Smitt was arrested here by Daniel Litsco for a claim, which he had against him, and Samuel Smitt was discharged by bailbond by Jan Lauwerens aforesaid, out of respect for Robbert Sley's letter of credit, which he had from him; to whom Samuel Smit bound the abovementioned estate of Robbert Sley to hold thereon his guarantee in default of payment. And afterwards the abovenamed Robbert Sley's bark coming here, and Willem Weit co-proprietor thereof, navigating as skipper the aforesaid bark, and having Robbert Sley's estate in his hands, to whom the abovenamed Jan Lauwerens applied for the payment of the sum of fl. 496: 8., and not being able to obtain his pay therefore attached the abovementioned Robbert Sley's property, to get his pay

therefrom and sued the abovenamed skipper Willem Weit in date first of April 1658. The Court therefore decrees the attachment valid against Robbert Sley's estate, which was again released from arrest by Burgomaster Olof Stevensen Cortlandt who in date 2d April of this year 1658, became bail, as principal for the judgment of the Court; and whereas Jan Lauwerens legally demands payment, not being able any longer to wait and the case in question being postponed 5 @ 6 weeks or until the arrival of Mr. Sley, and no proof of any avail to the contrary being brought forward to this date except, that Mr Willett appearing in Court says, he received a letter from Robbert Sley, declaring the tenor thereof regarding this matter, but found insufficient by the Court to sustain the case; all which being seen, examined and weighed by the Court, they therefore condemn Olof Stevensen Cortlandt being bail as principal to satisfy and pay Jan Lauwerens the sum of fl. 496: 8 with the costs of suit, holding his guarantee meanwhile on the estate of Robbert Sley, abovenamed.

Apostille granted on the last petition of Schepen Cornelis Steenwyck. —Although the monies, as petitioner states in his petition were drawn for and employed in the public service and should therefore be satisfied and paid out of the public revenue, on which subject the Burgomasters of this City of Amsterdam in N: Netherland wrote to the Honble Lords Majors regarding the general expences for the public service, yet no answer has been received thereunto; and the petitioner has shewn to the Burgomasters the answer, which he recd from the Lords Majores to his request for payment wherein they refer him to the Burgomasters; Burgomasters maintain that they, for reasons abovementioned are not bound to pay; they therefore by apostille to his rendered petition in date first April, 1658, have referred the petitioner to the Director General and Council; and whereas the Director General and Council have not been pleased to satisfy the petitioner but refer him back to the Burgomasters and Schepens; Burgomasters therefore for cause undertake to satisfy the petitioner at a more favorable time as soon as the Treasury admits of it. Done, Amsterdam in N: Netherland the 20th May, 1658.

Extraordinary Court: In the City Hall; On Wednesday, 29th May 1658. Present the Heeren Olof Stevensen Cortlandt, Paulus Leendersen vander Grift, Pieter Wolferzen van Couwenhoven, Jacob Strycker.

Samuel Mahu, pltf. v/s Nicolaas Boot, deft. Pltf. exhibits in Court certain translation of a contract, entered into between him, pltf., and the deft. in date 29th Octobr 1655, purporting, that the deft. should receive from Jacob van Couwenhoven for the pltf's a/c. 16 barrels of beer @ fl. 28: 10 per brl. and to dispose of the same for pltfs. a/c. to the best advantage the profits thereof to be half and half, on condition that he deft. should do his best both in the sale of the beer and in the receipt of the returns, rendering thereof to said Mahu good and just a/c. And whereas the aforesaid beer was sold for the profit of both, he demands from deft. a ballance of 2460 lbs. of Virginia tobacco according to obligation thereof passed by him, Boot. Tomas Hal as interpreter and atty of Mr Samuel Mahu appears in Court declaring, that Nicolaas Boot and Samuel Mahu balanced an a/c with each other and Nicolaas Boot executed an obligation in favour of Samuel Mahu, and directed him Tomas Hal to receive tobacco in the Virginias for a/c of Samuel Mahu, as he Tomas Hal became bail for Mahu abovenamed to Joost the baker, for which the tobacco was bound to him, and coming to the Virginias to the agent of Nicolaas Boot, who had his papers in hands, he found the agent's tobacco attached, so that he could not receive it, nor has he received any thing in the Virginias on Nicolaas Boot's a/c. Tomas Hal is asked, if Samuel Mahu has been with Jacobus Backer's agent for the obligation? Answers, Yes; but that the obligation is not to be found. Tomas Hal is asked, what is properly the demand of Samuel Mahu? Answers payment of 2460 lbs. of Virginia tobacco and the costs of suit, and that Nicolaes Boot accepted by obligation, that the said tobacco should be paid here, provided Samuel Mahu should pay the freight thereof. Was further asked, where the obligation is? Answers that 't is lost. Nicolaas Boot is asked, if he passed an obligation in favor of Samuel Mahu for 2460 lbs. Virginia tobacco and promised therein to pay the same here, and that Samuel Mahu should pay the freight? He expressly denies it, but truly executed an obligation to do his utmost to bring the tobacco here and that Sam'l Mahu shall pay the freight, demanding proof of the obligation —but denies not, that Tomas Hal should receive the tobacco for him. Tomas Hal is asked, if Nicolaas Boot has not passed an obligation that he should pay the tobacco here? Answers, Yes; 'on condition, that Mahu should pay the freight. Is further asked, if the other obligations

in the Virginias, arising from the beer are null and void, inasmuch as they are included in the last obligation? Answers, Yes. Nicolaas Boot is asked, if he does not owe M^r^ Mahu the 2460 lbs. of Virginia tobacco? Answers, Yes; and declares he rec^d^ the tobacco of the beer, except from M^r^ Hoor. M^r^ Samuel Mahu requests, that adjudication be on the award and not on the obligation. Nicolaas Boot is asked, what plan has he for the payment? Answers, does not know at present; requesting time and offers to pay the tobacco in the Virginias when he arrives there, and to give security therefor, provided Samuel Mahu also gives security for what is coming to him. The Court having heard parties, having seen the writings and evidence and weighed all, that is material in the case, order Nicolaas Boot to collect the tobacco in the Virginias, and that it shall be at the pltfs. option to cause his agent to receive the tobacco in the Virginias or not, and if he will not have him receive it there, he the deft. shall at Samuel Mahu's risk ship it in October of this year 1658, in the Virginias and bring it here; and in default hereof he shall be bound to pay Samuel Mahu here for the same, giving security, and in like manner Samuel Mahu shall give security to Nicolaas Boot, for the monies which shall be justly due him.

This day, 30^th^ May, 1658, Samuel Mahu appeared before me Joannes Nevius, Secretary of the W: Burgomasters and Schepens of the City of Amsterdam in N: Netherland, who declares, that he appeals to the Director General and Council of N. Netherland from the judgment pronounced between him and Nicolaas Boot, by the W: Burgomasters and Schepens in date 29^th^ May, 1658.

Monday, 3^d^ June, 1658: In the City Hall. Present the Heeren Nicasius de Sille, Olof Stevensen Cortlant, Paulus Leendersen van der Grift, Joannes de Peister, Pieter Wolfersen van Couwenhoven, Jacob Strycker.

Schout Nicasius de Sille, pltf. v/s Gerrit Hendricks, farmer, and Frerick Aarsen, deft. The Schout states, that Frerick Aarsen has complained against Gerrit Hendrickzen, the farmer (*Paghter*) that Gerrit Hendricksen broke his windows and other additional things, and that the Magistrates may please to hear him. Deft. Frerick Aarsen delivers in a declaration to the Court, regarding the wrong Gerrit Hendricksen had done him, viz throwing him on the ground on his lot and abusing him,

and striking at him three times with a branch of a peach tree; and he demands, that Gerrit Hendrickzen shall be ordered no longer to ill treat him and his wife, and the Street Inspectors be directed ocularly to inspect and report concerning the fencing and to arbitrate concerning the raising of his lot, as to how much each shall have to bear; that he will willingly submit. Gerrit Hendricksen denies, what Frerick Aarsen gives in in writing, and says he experiences great trouble from Frerick Aarsen, and that he took a twig of a peach tree, threatening Frerick Aarsen, and that Frerick Aarsen took a broomstick and struck at him and lifting it up again struck it against his own windows, saying that he will complain of him for assault and that the mason's Beletje and Cristiaen the Serjeant, who is gone to the Esopus, saw it, who will testify to it and Beletje Metzelaar is present. Beletje Metzelaar (mason) appears in Court and declares, that Frerick Aarsen and Gerrit Hendrickzen had words with each other and that Gerrit Hendricksen took a twig of a peach tree to strike Frerick Aarsen and that Frerick Aarsen took a broomstick striking at Gerrit and raising it up again struck it against his own window. The Schout demands the fine. Schepen Pieter Wolfersen van Couwenhoven explains the difference regarding the survey of the lots. The Court postpone the matter in question, until the arrival of the Serjeant to give a deposition in the case, and parties are meanwhile ordered to observe the peace towards each other.

Adriaen Keyser, pltf. v/s Jacob Bersimson, a Jew, deft. Though deft. is absent, yet no default is entered against him, as he was summoned on his Sabbath.

Jan van Leiden, pltf. v/s Pieter Taalman, deft., demands from deft. 297 lbs. of tobacco for Spanish wine and stockings which he deft. received from him. Deft. being absent, sends his answer in writing to the Court, demanding declaration of the demand and protests against said van Leiden for all costs, damages and wrong. The Court orders copy to be delivered to party to answer thereunto at the next Court day.

Pieter van de Linde, pltf. v/s Jacob Davidtsen, deft. Plft. says, he summoned deft. to give evidence of the truth regarding the purchase of tobacco, which he pltf. bought for Claas Teunisen of Jan Coupal. The Court orders Pieter Van de Linde to cause the deposition to be written by the Secretary.

Cornelis Langevelt, arrestant and pltf. v/s Storm Alberzen, arrested and deft. Pltf. demands from deft. fl. 58: 10 in beavers according to obligation dated 3 Feby which must be paid in the June following. Deft. says Joost, the mate of Cornelis Langevelt had the beavers attached at Fort Orange. The Court declares the arrest valid until the money shall be deposited.

Engeltje Foppe pltf., v/s Jacob Steendam, deft. Pltf. says, deft. sold her a tub of twisted tobacco at 8 stiv. the lb. and had the same inspected, but declares it no good and that it was not worth the price, exhibiting a sample to the Court. Deft. says, she, the pltf., bought a tub of twisted tobacco and he gave her a sample from the top and the middle and that she said, she had shewn it to people, but they say it is not good and that she was willing to keep the tobacco for six stivers, but he answered her, that he would not give it less than 8 stiv. and that he would not take it back as the tobacco was a long time at her house and got spoiled there. The Court refer the tobacco in question to Pieter Cornelisen van der Veen and Isaack Grevera to inspect it in presence of the Schepen Cornelis Steenwyck, whether it is merchantable or not.

Storm Alberzen, pltf. v/s Jacob Bersimson, a Jew, deft. No default is entered against deft. though absent, for reasons before mentioned, as he is summoned on their Sabbath.

Cornelis the carpenter, pltf. v/s Samuel Etsal, deft. Deft. in default.

Abraham Rycken, pltf. v/s Jan Rutgersen, deft. The Schout states that Jan Rutgersen was ordered to deposit the monies, which the pltf. was demanding from him the deft., within four times four and twenty hours and has remained in default thereof; requesting that Jan Rutgersen shall remain in the City Hall until the monies are paid. The Court orders Jan Rutgersen to remain in the City Hall until the monies are paid or to give security for the payment within six days.

The Treasurer Allard Anthony appears in Court, demanding that the judgment pronounced by the Court in date 29th Octobr 1657 between him and Storm Alberzen may be satisfied and as Storm Alberzen is here and has no effects, he demands that he be placed in prison until the judgment be satisfied. The Court orders Storm Alberzen to go to prison and to remain there until the abovementioned judgment be satisfied.

Leuntje Pieters, plft. v/s Hay Olfersen, deft. Pltf. demands from deft. a balance of fl. 84: 19. Deft. admits the debt, requests six weeks delay, to which party consents.

Allard Anthony appears in Court and declares that the case in question between him as attorney of Arent Jansen Moesman *cum sociis* and Isaac Mens is settled and requests approval of what the arbitrators have done.

Hendrick Jansen van de Vin, pltf. v/s Hendrick Pietersen, deft. Pltf. as curator of the estate left by Hermen Jacobsen Bamboes, demands from deft. 10 gl. or one beaver for freight which he deft. owes to Hermen Jacobsen. Deft. delivers into Court a deposition, as to what men pay for passage going to Fort Orange, and offers to declare on oath, that he came down only with Hermen Jacobsen Bamboes, and found himself and offers to pay five guilders in zeawant for passage. Pltf. accepts in Court the five guilders in payment for the passage, as he will declare on oath that he only sailed with him, Bamboes.

Skipper Poy, arrestant and pltf. v/s Lauwerens Jansen, arrested and deft. Pltf. as attorney of Barent Joghimsen by power executed at Amsterdam before the Notary Juriaan de Vos and certain witnesses in date 24 Decemb^{r} 1657, demands from deft. payment of fl. 627: 7: 8. according to acct. exhibited in Court. Deft. admits the debt and says, he must have money from a man, which is due about the middle of June. The Court orders the deft. to pay the pltf.

Pieter Rudolfus appears in Court exhibiting an award relative to some planks in dispute between him and Ryck Hendricksen and Cristiaen, woodsawyers, and requests he may lift under bail the money he attached in Sec^{y} Cornelis Van Ruyven's hands. The Court order copy of the award to be furnished to the woodsawyers and the a/c to be arranged together.

Capt Jan Jacobsen appears in Court of Burgomasters and Schepens, stating that, in virtue of a protest made against Jan Willemsen on the 17th May 1658, he has attached in Tomas Hall's hands some goods of Mde Willems, for a claim of four beavers arising from freight of 5 barrels of beer; demanding that the attachm^{t} be declared valid. The Court declares valid the attachment on the goods of Juffrouw Willems in Tomas Halls hands.

Nicolaas Boot appears in Court requesting, to be discharged from the tobacco; whereupon he is answered, that Joannes Pietersen Verbrugge had charge of it and he is attorney of Jan Jansen Bestevaar.

Nicolaas Boot exhibits certain obligation against Jacob Wolfersen van Couwenhoven, whereby, in default of payment he pledges some goods mentioned in the acte of obligation, then to sell the same; and whereas the time has long since elapsed, requests that he may proceed to sale. The Court orders Nicolaas Boot to notify Jacob Wolfersen by the Marshal, to fulfil the agreement.

Lucas Dirckzen appears in Court exhibiting certain judgment against Reintje the mason; demands satisfaction of the same. The Court orders Lucas Dirckzen to notify Reintje the Mason.

Raaf Cardel's wife appears in Court, demands that the judgment pronounced last Court day be satisfied and that she may attach the monies. Matthys Capito produces in Court his papers and documents shewing therein that he is not holden for the payment of the plantation bought by Raaf Cardel. The Court persists in their previous judgment and if he Matthys Capito supposes he has any claim, he has to apply to the Director General and Council.

The Court looking at the question between Joost Teunissen, baker, and Hendrick Willemsen baker, and the consequences thereof, resolve to refer it to the decision of Burgomaster Paulus Leendersen vander Grift and the Schepens Joannes de Peister and Jacob Strycker in presence of the Schout Nicasius de Sille, who shall meet in the City Hall on Tuesday, being the 4th June 1658 at 4 o'Clock in the afternoon.

The award of the arbitrators is approved, inasmuch as Isaack Mens has declared on oath that he had communicated honestly to the arbitrators Pieter Cornelissen van der Veen and Paulus Schrick in presence of Schepen Cornelis Steenwyck, all that he of his knowledge has done here on his employers a/c.

Jan Rutgersen appears before Burgomasters and Schepens after the rising of the Bench, and requests that he may go home and promises to pay within the time of six days or double in default thereof. The Court persists in their previous decision and judgment.

Monday, 17 June 1658: In the City Hall. Present the Heeren Olof

Stevensen Cortlandt, Pieter Wolfersen van Couwenhoven, Jacob Strycker, Cornelis Steenwyck, Isaack de Foreest.

The Under Sheriff Resolveert Waldron appears in Court, exhibiting...

The Under Sheriff Resolveert Waldron, pltf. v/s Woud Kock, deft. Deft. in default.

The Under Sheriff Resolveert Waldron, pltf. v/s Jurriaan Blanck, deft. Deft. in default.

The Under Sheriff Resolveert Waldron, pltf. v/s Adriaan Keiser, deft. Deft. in default.

The Under Sheriff Resolveert Waldron, pltf. v/s Dirck Jansen Smitt, deft. Pltf. says that Adriaen Keyser came to him, complaining to him that the deft. struck him, and demands the fine. Deft. denies it; and says he only touched and threatened him. The Court orders the pltf. to prove that he, Adriaen Keyser, struck.

Joannes Nevius, pltf. v/s Anna Webber, deft. Pltf. demands payment of fl. 16: 15, according to judgment and a/c. Deft. says, that he was credited in the a/c in Seawant, but that he had a right to beavers therein. The Court orders the deft. to pay the pltf. the sum of fl. 16: 15. or to prove that he hired his daughter to the pltf. for payment in beavers, and that within the time of eight days on pain of execution.

Joannes Nevius, arrestant and pltf. v/s Hendrick Jansen Grever, arrested and deft. Deft. in default.

Schepen Pieter Wolfersen van Couwenhoven, pltf. v/s Dirck van Schelluyne, deft. Pltf. demands payment in beavers of fl. 670: 15. Deft. answers, he promised as attorney of Juffrouw Leentje and not as principal. And whereas the Court is not complete, the case is postponed until the next Court day.

Frerick Lubbersen, pltf. v/s Jacobus Vis, deft. Deft. in default. Pltf. demands from deft. according to judgment dated 27th May 1658, payment as being bail for Jacob Wolfersen, as Jacob Wolfersen has not paid. The pltf. is ordered to notify him, the deft.

Frerick Lubbersen delivers to the Court the return of the Court Messenger to the notice served on Jacob Vis, wherein he, deft. demands copy of the judgment and obligation. The Court decreed and ordered that Jacobus Vis shall forthwith pay the pltf. according to the obligation on pain of execution and that copy of the judgment pronounced in date 27th

May 1658, shall be furnished him, and also the original obligation after payment is made.

Pieter van de Linde, pltf. v/s Jan Denman, deft. Pltf. in default.

Jan Coopal, pltf. v/s Pieter van de Linde, deft. Deft. in default. Pltf. demands that the attachment of his goods arrested by deft. be discharged. Inasmuch as the attachment is not prosecuted before the Bench, the Court decrees it invalid.

Mattheus de Vos, pltf. v/s Anthony Begyn, deft. Pltf. as attorney of Charles Morgen, says that the Court pronounced certain judgment, wherein it was ordered that Charles Morgen should prove, that further contract was made regarding the payment by deft. of fl. 82. and that the deft. should prove, that he had delivered the tobacco to Charles Morgen; producing on the part of Charles Morgan, evidence in writing, that further contract was made; demanding, therefore, condemnation of payment. Deft. says he has paid. Pltf. says the tobacco in payment was not good, and therefore further contract was made. Deft. is asked, as he had paid, why he had made a new contract? Answers, he did not understand, what was written in the contract, and he had spoken with Charles Morgen, that he will take the tobacco back and give him other this year instead, if, on the inspection of a man, who had assisted him in bringing the tobacco there, the tobacco be as good as he had delivered it to him, and that Charles Morgan had received the tobacco as good. Mattheus de Vos is informed, that the declaration is not notarial, but made under signature. Answers, the witnesses did not appear before him to make the act notarial, but made it under signature. As the deft. denies the contents of the declaration, the Court decrees, that Charles Morgan shall be bound to produce further notarial declaration, under promise that the witnesses, if need be, shall confirm it on oath, and whether the deft. made the promise in French or in Dutch.

Joannes Pietersen Verbrugge, pltf. v/s David de Ferera, deft. Pltf. as attorney of Jan Broun states, that the old De Broun undertook to bring tobacco for the deft. from the Virginias and that in the father's absence the son brought the tobacco from the Virginias; demanding back the obligation as it is paid. Deft. answers the obligation is not yet paid and that there are three hhds yet wanting, exhibiting the contract, which mentions the bringing of 40 @ 50 hhds and that he had rec^{d} 46 hhds. The

Court decree, that the contract between Jan Broun and David de Ferera to bring 40 @ 50 hhds of tobacco is fulfilled; they therefore order the contract to be consigned to the Secretary's office, and Joannes Pietersen Verbrugge is ordered to write to M^{r} Broun to the Virginias to send back David de Ferera's bond.

Lauwerens Jansen, pltf. v/s Hendrick Jansen van der Vin, deft. Deft. by reason of sickness is default.

Pieter Rudolfus, pltf. v/s Mattheus de Vos, deft. Pltf. demands from deft. payment of fl. 26: for two reams of paper. Deft. admits, having rec^{d} the paper, but did not agree about the price; demands the declaration in writing to answer thereunto next Monday in reconvention. Pltf. says, he put the ream of paper to him 2 gl. less, than he sold to others. The Court orders the deft. to pay the pltf. and if he have any thing to bring in reconvention he may do it.

Mattheus de Vos, pltf. v/s Adriaan Keyzer, deft. Deft. in default.

Beletje Jacobs, arrestant and pltf. v/s Abraham Jansen, carpenter, arrested and deft. Pltf. says she let out to the deft. the work of a house and as he intends going to Fort Orange requests he may finish the work first, exhibiting the contract in Court, in which neither time for finishing the work nor for payment is mentioned. Deft. says, he made the contract, but that the timber was not ready, he must therefore go to another work, but offers in ten weeks from now to commence the work and place immediately the cellar beams, with which party is satisfied.

Abraham Frost, pltf. and arrestant v/s Skipper Rycke, arrested and deft. Deft. in default. The Court declares the attachment valid.

Sibrant Jansen, arrestant and pltf. v/s Gillis Pietersen, arrested and deft. Pltf. demands from deft. on an obligation fl. 32. in beavers. Deft. says, he paid to old Werckhoven in making a mill (*een quartel Meulen*). Pltf. exhibits in Court certain letter from the young Werckhoven, wherein he writes, that he does not know in what work he deft. has paid and that his father has accounted and settled with deft. Deft. offers to pay, if the debt be booked against him. The Court declares the attachment valid and orders deft. to deposit the monies according to obligation at the Secretary's office, and the pltf. is ordered to enquire of Jacques Corteljau, what payment he had had for his mill (*quartel Meulen*).

Engeltje Foppe, pltf. v/s Jacob Steendam, deft. Pltf. exhibits cer-

tain writing to the Court and the award regarding the inspection of the tobacco by the arbitrators thereunto authorized by the Court; who declare that they found the tobacco unmerchantable, and that they endeavored to reconcile parties, but that Jacob Steendam will not agree to it. Deft. says, the trade with the pltf. was clear, and that the tobacco was not so conditioned, when she received it; demands reparation of character and indemnity for loss of time. Pltf. says she bought the tobacco only on his word, placing more confidence in him, than in the 10 men, whom she caused to look at the tobacco, and that it is the same tobacco, which she bought from him, the deft. The Court decrees, as the pltf. took and received the tobacco as good and kept it a long while at her house, that she shall retain it.

Jan Hendrickzen, glazier, pltf. v/s Willem Doeckes, deft. Pltf. demands from deft. the sum of five hundred guilders, the first instalment of certain land lying in Midtwout * and sold to him. Deft. asks copy of the demand to answer thereunto in writing at the next Court day. The Court orders Willem Doeckes to pay Jan Hendrickzen, glazier, and Jan Hendrickzen abovenamed is ordered to transfer the groundbrief to Willem Doeckes for which Willem Doeckes is ordered to give a mortgage for the balance of the purchase money.

Willem Doeckes, pltf. v/s Dirck Volckersen, deft. Deft. in default. Pltf. requests, that the attachment served on the fl. 26. in Salomon La Chair's hands may be declared valid. The Court declares the attachment invalid, as he is a Burgher of this City.

Jacob Leunisen, pltf. v/s Frerick Aarsen, deft. Pltf. demands payment of fl. 50 on a/c, which he owes him for wages. Deft. answers, that he did not refuse him money; delivers in Court certain judgment dated 18 April 1658, wherein he is ordered, to keep the balance of the money in pledge, but says he has no money in hand; and offers to pay fl. 25. in the last of next week and fl. 25. more in 3 @ 4 weeks after. The Court orders the deft. therefore to pay the pltf. in the last of next Week fl. 25. and fl. 25 three or 4 weeks after.

Jacob Wolfersen, pltf. v/s Ragel van Tienhoven, deft. Pltf. demands fl. 138. from deft. Deft. exhibits in Court an assignment amounting to the sum of fl. 150. which he (pltf.) assigned to Adriaen van

* Flatbush, Brooklyn.

Tienhoven for a/c. of Barent, his late servant. The Court orders the deft. to enquire if the assignment exhibited in Court is paid by the pltf. or not; meanwhile the case is so long reserved.

Jacob Wolfersen, pltf. v/s Lucas Eldersen, deft. Deft. 2d time in default. Pltf. demands the sum of fl. 181. according to judgment pronounced through contumacy in date 27th October 1653. The Court orders the pltf. to summon the deft. again for the third time, on pain of execution.

Jacob Leendersen, pltf. v/s Hendrick Hendricksen, the drummer, deft. Pltf. demands from the deft. fl. 70. for rent of a cellar. Deft. denies to owe so much and says he agreed for sixty guild: on condition, that the cellar should be made tight and that such was not done to this date, and that he did not deliver him the cellar according to verbal conditions; demanding half the rent for damage and loss suffered thereby. Pltf. replies that the deft. had bought a lock for fl. 10. which he is willing to deduct from the rent. The deft. denies it. Jacob Leendersen appearing in Court declares, the cellar to be close and that he deft. had bought a lock for fl. 7. being willing to deduct it from the rent with which he the pltf. was satisfied. Hendrick the drummer, appearing in Court declares, he had bought a lock, to fasten the door, leaving the same in the cellar, and that it is taken away.

Cornelis Langevelt, pltf. v/s Wernaar Wessels, deft., demands from deft. the ½ of nine hhds of tobacco. Deft. says, he disposed of a parcel of pltf's tobacco; demands that the pltf. shall declare, what he is to give for it, and as the pltf. is unwilling to do that, demands postponement until next Monday to answer and to proceed for costs and damages. The Court grant the deft. his request to answer next Monday.

This day, 19. June 1658, Jacobus Vis appears before me Joannes Nevius, Secretr on the part of the Burgomasters and Schepens of the City of Amsterdam in N: Netherland, and declares he appeals to the Director Genl and Council of N: Netherland from the judgment pronounced by the Court in date 17th June 1658 between him and Frerick Lubbersen.

Monday, 24th June 1658: In the City Hall. Present the Heeren Nicasius de Sille, Olof Stevensen Cortlant, Paulus Leendersen van der

Grift, Pieter Wolfersen van Couwenhoven, Jacob Strycker, Cornelis Steenwyck, Isaack de Foreest.

The Under Sheriff Geresolveert Waldron, pltf. v/s Adriaan Keyser, deft. Deft. 2d time in default. The Schout Nicasius de Sille delivers to the Court, according to order given by the Court in date 17th June last, certain writing in proof, that Dirck the Smith has struck Adriaen Keiser, demanding the fine and more than usual as he Dirck had used violence in said Keyser's lodgings and as Dirck Smith is at Fort Orange the Schout requests, that the case may be taken up on his return; which is accorded.

Mighiel Jansen, pltf. v/s Dirck Crynen, deft. Deft. in default.

Tomas Hal, pltf. v/s Govert Loockermans, deft. Pltf. delivers in Court certain writing of complaint and protest for all costs, damages and interest accrued or to accrue by the attachment of certain tubs of tobacco by Stoffel van Hooghlandt, clerk of Govert Loockerman, and says, that he has an a/c with Mr Allerton, whose agent Govert Loockerman is, and offers to account and settle with him Allerton or his attorney. Stoffel van Hooghlandt as attorney of Govert Loockerman, requests in writing, that the attachment on the tobacco be declared valid. Pltf. demands copy of the general power given by Mr Allerton to Govert Loockerman and condemnation in all costs, damages and interest suffered, or yet to accrue from the attachment, inasmuch as his goods are not liable to arrest, according to the privilege of the City of Amsterdam, having a house and lot here and keeping *fixum domicilium* and that the tobacco may be discharged from arrest. The Court declares the attachment of the tobacco invalid, and the deft. is ordered to furnish party with a copy of the general procuration.

Mattheus de Vos, pltf. v/s Pieter Rudolfus, deft. Pltf. delivers in writing into Court a demand in reconvention against the deft. for the sum of fl. 28: 10. together with a declaration of delivery by him deft. to him the pltf. of two reams of paper. Deft. demands satisfaction of the judgment pronounced by the Court in date 17th June last, or that the monies be sequestrated, and if the pltf. have any claim, he shall answer him. Mattheus de Vos is asked, if he have furnished party with a copy of the a/c he brings in offset? Answers, No. The Court orders the pltf. to furnish the deft. with copy of the a/c rendered in Court.

Jan Coopal, pltf. v/s Nicolaas de Meyer, deft. Pltf. demands resti-

tution of an anker of *Rosa solis*,* w^ch^ he deft. sold him the pltf. and afterwards sold it again in a mistake. Deft. does not deny having sold an anker of drink to him the pltf. and says he offered him as an indemnity for the anker fl. 37: 10. and that he will have fl. 40. The Court orders the deft. to pay the pltf. fl. 39. in good stringed zewant or an anker of distilled liquor.

Jan Coopal, pltf. v/s Pieter van de Linde, deft. Deft. in default. Claas van Elslandt reports in Court that he found, when summoning, Pieter van de Linde in bed, lying sick, and that his wife declares so to him Elslant anew. Jan Coopal offers to declare, that the deft. drank half a mutzie to day in a tavern, saying that he is not sick.

David de Ferere, pltf. v/s Albert Jansen, deft. Pltf. as attorney of M^r^ Stickely demands, from deft., on M^r^ Stickely's a/c. three hides. Deft. answers, that he made for M^r^ Stickely two pillows, two cushions and a bench, on which they sleep and one bedstead for which she should have 500 lbs. of tobacco. The Court orders, that the deft. shall pay the pltf., what the hides weighed, in hides or beavers, on condition that the pltf. shall give security to pay what M^r^ Styckely may owe him the deft.

Lauwerens Jansen, pltf. v/s Hendrick Jansen van der Vin, deft. Pltf. states, that Hermen Jacobsen Bamboes and his wife lived in his house for which he claims the sum of fl. 25 for 8 @ 9 weeks rent. Deft. as curator of the estate, left by Hermen Jacobsen Bamboes, requests, that the attachment on the goods left by Hermen Jacobsen Bamboes may be declared valid, and that the goods may be placed in his hands. Lauwerens Jansen being asked, if the property be still in his house? declares it is still at his house as described, and leaves it to the discretion of the Court, what he shall be allowed for the rent; who allow him fl. 12: 10, with which he is satisfied; discharging the attachment on the goods.

Hendrick Jansen van der Vin requests that the skipper of the sloop sailing to Canada, may be forbidden to take Dirck Claasen with him, before and until he has entered security for the payment of the sum due according to obligation to Hermen Jacobsen Bamboes, which is granted him.

Pieter Taalman, arrestant and pltf. v/s the surgeon of the ship, *The Sphera Mundi*, arrested and deft. Pltf. says he arrested him deft.,

* A Cordial, now known under the name of Rosoglio.

as att^{y} of his skipper, for an anker of brandy sold him, and 400 lbs. tobacco delivered to his brother; demanding payment therefor. Pieter Rudolfus as atty of the skipper of the ship the *Spheramond*, says that the surgeon was not att'y of the skipper, but was sent merely on a simple message by the skipper; and further declares that he, the pltf., settled with the skipper and thanked him, and that the skipper had sent him a letter, and also the letter was written to him by Taalman. The Schout Nicasius de Sille declares, the skipper declared that he was willing to swear, that he was not indebted to the pltf. Pieter Taalman demands time to prove that the surgeon of the ship *the Spheramond* was att'y of his skipper. The Court grant Taalman's request.

Wernaar Wessels, pltf. v/s Paulus Haimans, deft. Pltf. demands from deft. fl. 71: 10: 4 seawan balance of excise from the year 1656 and 58. Deft. being fuddled had a hearing; he exhibits in Court an a/c from the pltf. wherein he proves indebted a balance of fl. 50. 5. 2. sewant, but it mentions neither day nor date.

Cristiaan Anthony, pltf. v/s Hilletje Jans, deft. Pltf. says, the deft. stated, that his wife was in the bush with the supercargo of *the Bear*: demands proof. Deft. answers, that she heard from others, that the pltf's wife with the supercargo of *the Bear* had been looking for the skipper of *the Bear*, who was lying asleep in the bush; and that this was unbecoming an honest woman: declares further, that the pltf's wife came to her house clad in man's clothes, having a pair of whiskers painted black, asked a pint of beer; which being declared in presence of the pltf. was not denied by him.

Jacob van den Bos, pltf. v/s Hermen Jansen Drayer, deft. Pltf. demands twenty guilders from the deft. Deft. says he has nothing at present; but offers to pay, and says he, the pltf., must yet make something; which the pltf. does not deny, but says the deft. does not furnish materials. The Court orders the deft. to pay the pltf. within a month.

Schepen Cornelis Steenwyck requests by petition (to know) the time of payment of the nine hundred and thirty five guilders. Is given for apostille—It is agreed to pay the nine hundred and thirty five guilders within nine months from date.

On Simon Joosten's reply, is ordered:—Copy to be furnished to party.

Schepen Isaack de Foreest demands execution against Gerrit Hendricksen, Farmer (of the Excise) as bail and co-principal of Jacob Wolfersen van Couwenhoven, under renunciation of the benefit *ordinis et excussionis*.* Whereupon he is ordered to notify the bail once again through the Court Messenger; which being done, 't is disposed of as follows:—The Court orders the Marshal, to put these into execution against Gerrit Hendricksen, Farmer, as bail and co-principal.

Again, Schepen Isaack de Foreest requests execution against the goods of his late servant Janneke Cornelis. Whereupon he is answered, to notify her. He declares he did so. Thereupon it is disposed—On the exhibition of the notice to the President, execution shall issue.

Ordered, on Wernaar Wessels answer to Cornelis Langevelts demand: —Copy to be furnished party.

On Jan Vigne's petition is apostilled—For the arrangement stated in this petition, the petitioner is allowed as arbitrators Sieur Wilhelmus Beeckman and Egbert Woutersen to dispose of the within mentioned as they shall find to consist with law and equity.

Mattheus de Vos appears in Court, requests approval of the award of the arbitrators in the case between him and Jacob van Corlaar; exhibiting the same to the Court; Whereupon is ordered:—The Court approves the award of the arbitrators.

Jacob Leendersen requests in Court an end of the case in question between him and Hendrick the drummer. Whereupon he is asked if he has entered it? Answers, No.

Whereas it is past Noon, and all the cases at issue cannot be disposed of, the Court resolves and determines to appear again in an hour to finish all the business, as vacation is at hand.

On the 24th June 1658; In the afternoon. Present the Heeren Olof Stevensen Cortlandt, Paulus Leendersen van der Grift, Pieter Wolfersen van Couwenhoven, Jacob Strycker, Cornelis Steenwyck, Isaack de Foreest.

* *Beneficium ordinis et excussionis* was a privilege, whereby the bail or surety had the right to have suit brought and execution issued against the principal debtor, before recourse being had against the bail. *Van Aleer*, Definitie van Beschreven Rechten, p. 294.

Cornelis Langevelt appearing in Court is asked, if he have any knowledge of the agreement about the rent of a cellar which Jacob Leendertsen and Hendrick the drummer made together? Answers, he heard that Jacob Leendersen asked fl. 70. and that Hendrick the drummer offered fl. 60. Knowing nothing more of the matter. The Court having heard parties at last Mondays session and, thro' condescension this day, Cornelis Langevelts declaration, condemn Hendrick the drummer to pay Jacob Leendersen the sum of fl. 62: as the cellar was not delivered pursuant to verbal conditions.

Jan Hendrickzen, glazier, appearing in Court exhibits the return of the City Messenger to the notice served on Willem Doeckes. Is answered, the judgment is appealed from.

Abraham Frost appears in Court to know, what has been done by the Fiscal as to the ship the *Spheramond* in the case between him and Hendrick Rycken skipper of the said ship? Gets for answer—to go to the Secretary. Whereupon the Secretary is ordered, to furnish him with copy of the answer rendered by Hendrick Ryken aforesaid to the Fiscal.

On the written testimony of Allard Anthony given into Court by Pieter Taalman respecting the reimbursement of 297 lbs. tobacco by said Taalman to Allard Anthony for a/c of Jan van Leiden, tis ordered—Copy of the evidence to be furnished to Jan Willemsen.

Dirck van Schelluyne appears in Court requesting an execution or writ (*Schadt brief*) against Jacob van Couwenhoven for the sum of fl. 620, as he has served 4 @ 5 notices. The Court grant Dirck van Schelluyne's request.

The Court having seen the case in question between Schepen Pieter Wolfersen van Couwenhoven and Dirck van Schelluyne, and the demand made in revision by said van Couwenhoven, it is ordered that copy of the demand in revision be furnished Dirck van Schelluyne to answer thereunto at the next Court day.

This day, 24 June, Willem Doeckes appears before me Joannes Nevius, Secret^{y}, and declares to appeal to the Director General and Council of N. Netherland from the judgment pronounced between him and Jan Hendricksen, glazier, by the Court.

Monday, 8th July 1658: In the City Hall. Present the Heeren Olof

Stevensen Cortlandt, Paulus Leendersen vander Grift, Pieter Wolfersen van Couwenhoven, Cornelis Steenwyck, Isaack de Foreest.

The President states, that he rec^{d} three writs of appeal to the D^{r} General and Council from judgments, pronounced by the Court of this City, with intimation that those of the Court may, if they please appear until the day of the disposition thereof, or send attornies to hear the judgment of the Hon^{ble} Court aforesaid either in confirmation or reversal. Whereupon the Court resolved by plurality of votes not to pay attention to it.

The President states, that Philip Schoof requested, as he is arrested by Teunis Kray, that Teunis Kray shall give security for the loss of time, which he, Scooff, may happen to suffer by the arrest; offering, meanwhile to give bail to appear at all times to the action which he Teunis Kray shall institute against him, Scooff.

Extraordinary Court, Thursday, 11th July 1658. In the City Hall. Present the Heeren Nicasius de Sille, Olof Stevensen Cortlandt, Paulus Leendersen vander Grift, Pieter Wolfersen van Couwenhoven, Jacob Strycker, Cornelis Steenwyck, Isaack de Foreest.

Teunis Kray, pltf. v/s Philip Scoof, deft. Pltf. delivers his demand in writing to the Court. Deft. asks copy of the demand to answer thereunto at the next Court day. Ordered; copy of the demand to be furnished to party to answer thereunto within four times four and twenty hours and to place the answer in the Secretary's hands.

The Court resolves to request the Direct^{r} General by petition to communicate to the inferior Bench of Justice the privilege of the Great Burgher-right.

The President states, the Burgomasters have resolved, that the Board should fix certain hours of the day when the working-people should go to their work and come from their work, as well also their recess for meals. Wherein the Board resolved to draft a petition to the Director General and Council to establish Guilds.

It is further submitted to the Board to rate the seawant, and the Board resolved to defer the same somewhat.

Again, the surveying of this place was proposed to the Board; but nothing was done therein.

Extraordinary Court holden on Saturday, 13th July 1658: In the City Hall. Present the Heeren Nicasius de Sille, Olof Stevensen Cortlandt, Paulus Leendersen van der Grift, Pieter Wolfersen van Couwenhoven, Jacob Strycker, Cornelis Steenwyck, Isaack de Foreest.

Jan Aarsen Nieuw-hof or Jan Coopal, pltf. v/s Pieter van de Linde, deft. Plft. produces in Court his demand in writing, suing the deft. for the sum of fl. 327: 10 balance and two gold rings. Deft. denies the debt. Pltf. says, he sent him, the deft., the a/c by his man and that he, deft., flung the a/c out of the house ; and afterwards sent the a/c again by the Court Messenger to him the deft. who gave for answer, he had the a/c in his head. Deft. states generally, he has an offset a/c, and what is due the pltf. Regarding the six hhds of tobacco says, that the Supreme Council was pleased to condemn him to return the monies received thereon, to Claes Teunissen, on condition of holding his guarantee on him the pltf., therefore demands from the pltf. repayment thereof as he has charged him. Pltf. says the a/c produced by the deft. must be false or that Beekman's hand is a forgery; exhibiting Beekman's a/c and states further at large how the case stands ; and appearing again in Court is asked if he has exchanged any tobacco and has any more to bring in his defence ? Answers, knows of no barter and cannot bring in any more than he has brought; and says he has written to the Virginias to Nicolaas Emerson. Pieter van de Linde appears in Court and says, there is a person below, who will declare on oath, that he heard Nicolaas Emerson say the tobacco was changed by order of Jan Coopal. Samuel Edsal appears in Court and declares that Nicolaas Emerson told him in Jan Delman's cellar, Jan Coopal sold Pieter van de Linde five hogsheads tobacco, and had exchanged another, which Pieter van de Linde had not seen; offering if need be to confirm the same on oath. Philip Minturn appears in Court, and the translation of the declaration he made is read to him; requests to see the original, which is exhibited in Court by Pieter van der Linde and read to him, which being read over by him, declares it to be such, as he has stated according to the translation in Dutch. Jacob Davids appears in Court and declares that he exchanged a hhd. of tobacco by order of Jan Coopal, agreeably to the declaration thereof made before the Secretary Cornelis van Ruyven, dated 4th June 1658 and hath so sworn before the Supreme Council. Jan Coopal appears in Court, demands written

copies of all the papers produced against him by Pieter van der Linde; but that notwithstanding the suit may proceed, yet he must first speak to a man and offers to give security for the damage, that Pieter van de Linde might suffer by the arrest; demands judgment and copy thereof. Pieter van der Linde is asked, why he offered to pay Jan Coopal on the notification from Jan Coopal by the Court Messenger? Answers, he preferred to be rid of the trouble than to come before the Court, and that he offered to satisfy Claas Teunissen in Holland or elsewhere. Jacob Davids, who is arrested by Jan Coopal regarding the declaration rendered by Pieter van de Linde, and should have sailed as skipper of Augustyn Heerman's bark, and is injured by the arrest, demands reparation of damage and loss suffered by the attachment, exhibiting to the Court declaration of character. Jacob Davidts is asked, if he has first sworn to the declaration which he subscribed before the Secretary van Ruyven? Answers, Yes; before the Fiscal in presence of Mr. Tonneman and the abovenamed Secretary. The case is postponed until next Monday and the Court Messenger is ordered to summon parties; also Tomas Walron, Guiliam Verlett and Jan de Pré.

Monday, 15th July, 1658: In the City Hall. Present the Heeren Nicasius de Sille, Olof Stevensen Cortlandt, Paulus Leendersen vander Grift, Pieter Wolfersen van Couwenhoven, Jacob Strycker, Cornelis Steenwyck, Isaack de Foreest.

At the request of the Schout, Burgomasters and Schepens, Jan de Pré is examined on Interrogatories as follows:

1. What is your Name? Your age? And where are you from? Jan de Pré; 23 yrs of age and from Commene in Flanders.

2. Do you recollect having been present at a bargain in Jan Delman's cellar, in Pieter van de Linde's presence, for some tubs of tobacco? Yes.

3. How many tubs of tobacco were bargained for? Five.

4. Were you always present during the trading of the tubs, and in getting them out? No.

5. Did you see, that any of the tubs were exchanged before being bought out from the cellar? No.

6. Was there more than five tubs? There was one tub more.

Jan de Pré declares, that there was one tub of tobacco standing above, the bottom of which was not fast and traded it off; and says, that Jan Coopal did not cause him to give evidence, except only that he saw no changing. Guiliam Verlett appears in Court; declares that he heard Jan de Pré say, that Jan Coopal asked him to give false testimony, which Jan de Pré denies and declares, that Jan Coopal said to him; Were you not such friends with Pieter Van de Linde and Jacob Davidts, you would well know, what others said. Offering to confirm the same on oath; and says further, that Guiliam Verlett said to him yesterday evening—Fear not I shall help you out. Verlett does not deny that—and says further, that Verlett wrote a declaration for the last day, but that it is away. Jacob Davidts declares in Court that Jan de Pré said, Jan Coopal asked him to make a false statement and declares further, that Jan Coopal brought Jan de Pré to the Notary Pelgrum Clock to write a declaration but he, Clocq, would not do so, and that Jan Coopal further went with Jan de Pré to Mattheus de Vos to have a declaration written there, and that Jan de Pré said, What! do you mean, that I shall give false evidence? Whereupon M[r] de Vos gave Jan Coopal a reprimand, but says, that De Pré was drunk, and he told him so in presence of Pieter van de Linde and Guiliam Verlett and believes therefore he De Pré will deny it. Jan de Pré declares he opened and closed five tubs at both ends, but not after each other, as he went in and out, but knows not that he opened one tub twice. Mattheus de Vos appearing in Court declares, that he told Jan de Pré, Be prudent in giving your evidence, and testify to nothing, but what you are certain of. Jan de Pré* appears in Court, asking if the contrary has not been established of Jan de Pré having been requested by him to give false testimony, and says, that he had three men at work, each of whom would earn fl. 2. per day, and that they say—We worked the entire day; we should now have a gallon of beer. He thereunto answered, you have earned six guilders. Will you carry a quarter cask of beer to Beeckman, you can do that—and declares he gave no order in the changing of the tobacco nor did it occur with his knowledge, and that he wrote to the Virginias to make the contrary appear and had no more than six hhds of tobacco in the cellar, and that he sold and delivered the six to Pieter van de Linde.

* Qu. Coopal.

Teunis Cray appears in Court, and declares that a compass was taken from his vessel at Westchester, but it was again brought back, but does not know what to call that.

Wernaar Wessels delivers into Court Philip Schoof's answer to Teunis Kray's demand. The Court orders copy to be furnished party to reply thereunto within four times four and twenty hours and to hand the reply to the presiding Burgomaster.

Jan Coopal appears in Court and requests an end of the case as he knows of no more evidence; and therefore the following judgment is rendered:—Burgomasters and Schepens having considered the vouchers, papers and documents produced and delivered into Court by Jan Aarsen van Nieuwhoff, commonly called Jan Coopal, pltf., for and regarding a claim for a balance of eight hogsheads of tobacco, against Pieter van de Linde, deft., and pltf. in reconvention, which vouchers, documents and proofs exhibited in Court by both sides, being read, re-read, examined and weighed (and parties being heard in opposition), it is found both by the examination of credible witnesses examined in Court and by written proofs produced, that the pltf. has proceeded against him the deft. and pltf. in reconvention sinisterly and in bad faith in the sale and delivery of six hogsheads of tobacco which he, the deft., viewed and purchased for Claas Teunisen; for the deft. proved in writing, that Nicolaas Emerson and Jacob Davidts had caused to be set aside one hogshead of tobacco, by order of him the pltf., which the deft. selected as good and placed another in its stead, and immediately had it rolled out unknown to the buyer, had afterwards let him view again the abovementioned hhd. of tobacco which he again inspected as good; so that the deft. twice viewed and inspected one hogshead; whereupon Jacob Davidts being heard in Court, he admits it as he has also attested before the Secretary Cornelis van Reyven and certain witnesses in date 4th June 1658, and has sworn to the statement before the Fiscal in presence of Mr. Tonneman and the abovenamed Secretary, as he has declared in Court; besides which declaration there are three other depositions, which declare, they heard that Nicolaas Emerson has said that the pltf. has changed one hogshead which two credible witnesses offer to swear to; and whereas he, the pltf. brings in his documents no sufficient proof for his defence or exculpation, except certain evidence of one Willem Joun who is declared by three

credible witnesses to be such a person, whose oath ought not to be received in Court on account of his theft committed at Westchester, for which he was punished there; further also a declaration of Jan Denman, tailor, and lessor of the cellar in, which he, the pltf., had the tobacco stored, which declaration agrees word for word with that of Willem Jour (?); also a declaration of Jan de Pré, which three cannot affect the case; and whereas he, the pltf., has been previously asked, if he has any more declarations to produce in his defence than he has brought forward, and he gave for answer, that he has no other than he produced, requesting that the case in question may be disposed of, which with the opposite declaration exhibited by the deft. being examined and weighed by the Court, together with all that may be material, their Worships decree and adjudge that he, the pltf. shall retain by him the six hogsheads of tobacco which he delivered to the deft. for a/c of Claas Teunisen, and therein acted fraudulently, and shall restore to the deft. the hundred guilders in zeawant and forty pieces of eight which he rec^{d} from Claas Teunisen abovenamed on the aforesaid six hhds. of tobacco; and be further condemned in the costs of suit; What regards the a/c existing between him, the pltf., and him the deft. the Court decree, that they arrange it together in all love and friendship if possible, or otherwise the Court will select arbitrators to settle it. Thus done in Amsterdam in N. Netherland, in the City Hall, at the Court of the W. Heeren Schout, Burgomasters and Schepens of said City. Ady, as above.

Monday, 12th August, 1658; In the City Hall. Present the Heeren Nicasius de Sille, Paulus Leendersen vander Grift, Olof Stevensen Cortlant, Joannes de Peister, Pieter Wolfersen van Couwenhoven, Jacob Strycker, Cornelis Steenwyck.

The Schout, Nicasius de Sille, requests, as he has imprisoned for committed theft one commonly called Capiteintie, that the Court would please depute two Commissioners from their Board in the action, which he shall have to institute against him; which being considered by their Worsh^{rs} they have thereunto deputed Schepens Jacob Strycker and Cornelis Steenwyck to sit as Commissaries over the abovementioned matter.

Further, the Schout requests, as Jan de Ruiter is about to depart and

Jan van Leiden, pltf. v/s Dirck Clasen Pottebacker, deft. Both in default.

Nelis Matthys, pltf. v/s Cornelis Janzen, woodsawyer, deft. Pltf. demands in writing from deft. the sum of fl. 128. 4 balance as appears by a/c exhibited in Court. Deft. denies owing so much and says the pltf. is a thief, saying he stole a crow-bar from the General and sold it to little Abramje; moreover, advised him to steal his timber from the General and sell it; offering to prove it. The Court orders copy of the demand and a/c to be furnished to party to answer thereunto at the next Court day.

Burgomaster Paulus Leendersen van der Grift, plft. v/s Gysbert Opdyck, deft. Deft. in default.

Freryck Lubbersen, pltf. v/s Jacob van Couwenhoven, deft. Deft. in default.

Joannes Vervelen, pltf. v/s Lauwerens Janzen, deft. Pltf. demands from deft. fl. 150. in beavers and fl. 120. in zeawant for a horse according to assignment which the deft. has accepted. Deft. says the money has been attached in his hands by Jan Eversen Bout. The Court orders the deft. to pay the pltf. according to assignment, as the attachment is void, the same not having been prosecuted.

Cornelis Langevelt, pltf. v/s Wernaar Wessels, deft. Pltf. exhibits in Court the deft's answer regarding the question of nine hogsheads of tobacco, wherein he, the deft., will prove, that he settled with the pltf. about the tobacco; demanding, in reply, that the deft. shall produce his proof, persisting further in his previous demand. The Court orders the deft. to produce his proof at the next Court day.

The President proposes, as considerable brandy is sold by the Burghers to the Indians, if it be not prudent to establish strict regulations regarding it and to punish it by a fine of fl. 250.

Philip Schoof appears in Court, demanding as he is betrothed and his bride has been defamed by Breghtlande van de Graaf, that the abovenamed Breght shall prove her defamation on condition of repairing her character; whereupon he is ordered to summon her again on the next Court day.

Nicolaas Boot appears in Court, and requests that the case be proceeded with, which he has against Jacob Wolfersen regarding the payment of certain obligation exhibited in Court on the 3^{d} June 1658, so that he

may get his money. The Court orders the Marshal to levy execution in the case without delay.

Schepen Pieter Wolfersen van Couwenhoven requests, that a termination be put to the case in question between him and Dirck van Schelluyne regarding the 40 skepels of pease.

The Court orders Dirck van Schelluyne again to answer on the next Court day the demand in reconvention, on pain of being non-suited.

The Officer is directed (to warn) every one, who has placed thatched roofs on their houses, also who have plaistered chimneys, to remove them.

Tuesday, 20th August, 1658: In the City Hall. Present the Heeren Nicasius de Sille, Paulus Leendersen vander Grift, Olof Stevensen Cortlandt, Joannes de Peister, Pieter Wolfersen van Couwenhoven, Jacob Strycker, Cornelis Steenwyck.

The Schout, Nicasius de Sille, states, that arrests are made and discharged which are not communicated to him. The Court orders the Court Messengers not to make or discharge any arrests without making the same known to the Schout.

The Schout further states, that he has examined Capeteintje and also Hermen Barensen, and that Hermen Barensen admits having received a half beaver from Capeteintje, so that Capeteintje has stolen more than he acknowledged.

Schout Nicasius de Sille, pltf. v/s Joannes Vervelen and Grytie Maas, deft. Grietie Maas sick. The deft. Joannes Vervelen exhibits certain a/c and is asked, if that be the a/c of the nails in question with Jacob Cohn, Jew? Answers, Yes, and declares to have delivered a keg with nails of 575 lbs. to Grietje Maas, and allowed her a discount of 6 per ct. for light weight; and says the woman cannot read or write; exhibits in Court an a/c book, offers to swear that to his knowledge there was no mistake in his entry. Josep d'Costa appears in Court and is asked to render into Dutch the letter, which Jacob Cohn wrote him, which being done, says Joannes Vervelen said to him; You are a Jew, you are all cheats together; which Vervelen denies and says he will prove it. Parties having been heard, the Court orders, that Grytie Maas shall produce additional proof on the next Court day.

Burgomaster Paulus Leendersen vander Grift, pltf. v/s Gysbert

Opdyck, deft. Deft. for the 2d time in default. The pltf. demands from deft. the sum of fl. 147.8. balance of an obligation, and demands sequestration. The Court orders the deft. Gysbert Opdyck to deposit the money with the Secretary of this City within the space of eight days.

Jacob W. van Couwenhoven, pltf. v/s The Heer Allard Anthony, deft. Pltf. demands from the deft. the sum of fl. 320. for brewed beer, being 32 barrels at fl. 10. the barrel. Deft. denies owing so much, and says he had 15 pipes brewed @ fl. 10. the pipe; exhibits in Court the contract without the same being signed; requests proof of his demand, saying that Pieter van Couwenhoven and Govert Loockermans were present. Schepen Pieter van Couwenhoven declares, he has no knowledge of it, as whilst they were agreeing he went away; that his brother told him, he agreed @ fl. 10. the tun. The pltf. is asked, how he contrived to make two of one, and how he counts it? Answers, makes two tuns of beer out of one pipe, and offers to swear, that they so agreed. Pltf. is asked how many tuns of beer he has delivered? Answers, 33 tuns, but reckoned only 32. and says he signed the written contract. Pltf. says he did not make nor sign any contract. The Court orders the pltf. to give further proof on the next Court day.

Allard Anthony appears in Court, states that Foppe Jans' wife made her domicile here to pay an obligation in favor of Isaac Mens, transferred to him, and that he has written about it to the South river, but received no answer; demanding judgment and payment of the costs thereof. The Court order their Secretary Joannes Nevius to write to Foppe Jans, that he is again notified to pay the note by the first vessel, or to state what objection there is to it, or that otherwise judgment unto execution shall be pronounced against him; which letter is ordered to be sent open under cover to Secretary Cornelis van Giesel Simonsen with request to hand it to him and to notify him at the same time, and to communicate the return on receipt to Burgomasters and Schepens, who hold themselves bound to reciprocate in similar or other circumstances.

Wernaar Wessels, pltf. v/s Paulus Heimans, deft. Deft. sick.

Pieter Buis and Jacobus Calf, pltfs. v/s Paulus Heimans, deft. Deft. sick, as above.

Claas Gangelof, pltf. v/s Arien Otte, deft. Deft. in default.

Claas Gangelof, pltf. v/s Salomon La Chair, deft. Deft. in default.

Hendrick Barenzen, pltf. v/s Joost Goderus, deft. Pltf. says he fished up some timber, which the deft. says belongs to him, demanding fl. 4. for it. Deft. says he was driven past the Manhattans by bad weather with a raft of timber and landed it on Nutten Island, and that he the pltf. took it off without consent. Pltf. replies, that he asked a rope from the deft. saying, you must give me the rope, because I saved the timber; to which he deft. answered, the rope cost nothing in Holland, and referred him to the Secretary Cornelis van Ruyven to get his pay for saving the timber. The Court orders the deft. to pay the pltf. fl. 3. and to keep himself quiet.

The Schout, Nicasius de Sille, says, that Joost Goderus unreasonably abuses people, when he is somewhat out of his head, and that the Magistrates will please reprimand him for it, which is done.

Pieter Rudolfus, pltf. v/s Wolfert Gerrisen, deft. Deft. in default.

Jacob van Couwenhoven, pltf. v/s Ragel van Tienhoven, deft. Pltf. demands from the deft. payment of fl. 138. Deft. delivers into Court an answer in writing, wherein she proves that the pltf. has not paid her husband, what he owes him for a fine of Barent, his servant. Pltf. says he paid Tienhoven, and is not indebted to him. The Court orders the pltf. to produce further proof on the next Court day, and to bring with him Barent his late servant.

Cornelis Langevelt, pltf. v/s Wernaar Wessels, deft. Pltf. exhibits in Court an extract from the minutes dated 12. Aug'st, and demands that deft. shall produce his proofs. Deft. is asked, where are the proofs, and exhibits to the Court a declaration of the agreement of the tobacco, attested to by Timotheus de Gabry and Jacobus Vis. Timotheus de Gabry and Jacobus Vis appear with parties in Court, and they were asked, if they will swear, to what they have testified? Answer, Yes. Cornelis Langevelt is asked if he have any thing more to bring forward? Declares, he said to deft. when he passed by Daniel Litsco's—I cannot get a cart; whereupon deft answered—Can't you get a cart? Get one in my name. Thereupon he, pltf., replied, There is a heap of trouble attending it; give me a can of wine or I give you one. Thereupon Allard Anthony said—Brother in law, that is a challenge; to give or take a can of wine. Thereupon Wernaar said, there is no difficulty, when at home we can share and divide the trouble. Thereupon he, pltf., went out, and got a carman,

and exhibits to the Court an extract from the a/c for the tobacco from the Secretary Cornelis van Ruyven who admits to have been paid it by him, in date 17th June Anº 1658. Wernaar Wessels appears in Court, and the extract exhibited by the pltf. is communicated to him. Whereupon he answers, that the pltf. acted sinisterly; persisting in his declaration and answer. Timotheus de Gabry and Jacobus Vis were asked, if they heard that the trade was final, to give or take for a can of wine? Answer, Yes; and that the trade was final, but declare that the pltf. was presently perplexed. The Court orders the deft. to produce further proof at the next Court day.

Jacob Leendersen vander Grift, pltf. v/s Jan Hendricksen, deft. Deft. in default. The Schout says, that he allowed the deft. to go by consent of the pltf. and shall summon him for the next Court day.

Skipper Albert Janzen Poy, pltf. v/s Capt Beaulieu, deft. Deft. in default.

Jacob van Couwenhoven, pltf. v/s Lucas Eldersen, deft. Deft. sick.

Cristiaan the Soldier, pltf. v/s Jacob Eldersen, deft. Deft. in default.

Mighiel Jansen, pltf. v/s Jacob Eldersen, deft. Deft. in default.

Joannes Lamontagne Junior, pltf. v/s Tomas Waldron, deft. Both in default.

Nelis Matthys, pltf. v/s Cornelis Janzen, woodsawyer, deft. Deft. in default. Deft. requests time until the next Court day, as he was summoned too late.

Jan Rutgersen, pltf. v/s Gerbreght de Goyer deft. Pltf. demands from the deft. fl. 127: 10 for board. Deft. says he now and again paid something to pltf. and offers to pay fl. 50 this week and something more in two months; admits the debt and says the pltf. took two stivers per mutje for brandy from him more than from others. The Court orders the deft. to pay the pltf. fl. 50. this week and within two months from date fl. 50. more; and the balance in two months after.

Jannetie Meleins, pltf. v/s Sibout Clasen, deft. Pltf. demands from deft. payment of a lot. Pltf. is asked, if she has authority from her husband? Answers, No. Schepen Cornelis Steenwyck exhibits in Court certain *Acte* of arbitration rendered by him and Govert Loockermans regarding the case in question between Sibout Clasen and Jannetie Meleins,

which award is approved by the Court. Deft. says, he has not received a deed of the lot; and as Jannetie Melein has not any power from her husband, no disposition can be made in the case.

Lysbetje Jans, pltf. v/s Hermen Barensen, deft. Deft. in default.

Jacob Kip appearing in Court prosecutes an attachment, made on Evert Pels' bark in virtue of a power and obligation exhibited in Court. The Court declares the attachment valid.

Cornelia Schellinger presents a petition in Court; requests that the chests arrested at the house of the Secretary Joannes Nevius may be again returned to her, in regard of the necessaries belonging to her and her child, which are therein. The W. Court declares the attachment invalid, as it was not prosecuted.

Dirck van Schelluyne appears in Court and states, that he has an a/c with Aldricx, which he promises to pay on taxation of the Burgomasters and Schepens. Therefore requests their W: to tax the a/c. Whereupon he is answered to come in the afternoon to the President and Fiscal.

The Court resolves to return at 1. o'clock in the afternoon.

Tuesday, 20th Augt 1658; in the afternoon. At the City Hall. Present the Heeren Nicasius de Sille, Paulus Leendersen van der Grift, Pieter Wolfersen van Couwenhoven, Jacob Strycker, Cornelis Steenwyck.

The Court having examined the a/c, which Dirck van Schelluyne has against Aldrix and at the request of the abovenamed Schelluyne the same being taxed by their Worshps according to the tariff and Ordinance of Fees enacted by the Director General and Council in date 25 January 1658, and there is found coming to the abovenamed Dirck van Schelluyne, and he is therefore allowed to demand from Aldrix for fees, the sum of one hundred and twenty guilders, on condition of deducting what is paid on it.

Dirck van Schelluyne answers the demand made in revision by Schepen Pieter van Couwenhoven. Van Couwenhoven demands copy, which is granted him by the Court.

Tuesday, 27th August 1658: In the City Hall. Present the Heeren Nicasius de Sille, Paulus Leenderzen vander Grift, Olof Stevenzen Cortlant, Joannes de Peister, Pieter Wolfersen van Couwenhoven, Cornelis Steenwyck.

The Schout declares, that pursuant to the orders of the Burgomasters dated 14th August 1658, he was with those, who still have thatched roofs and plaistered chimnies and notified them to remove them, and that they made fun at him. Requests that a penalty be affixed by the Magistrates on those, who are unwilling to obey the order.

The Schout Nicasius de Sille, pltf. v/s Jan Clasen de Ruiter and Simon Barenzen, defts. Pltf. exhibits in Court two declarations made at request of Simon Barensen against the declaration given in by Jan Claasen de Ruiter regarding a quarrel, which occurred between them, which was followed by a wound: Persists in his previous demand. The counter declaration by S. Barensen was communicated to Claas de Ruiter, the deft., whereupon he answers he cannot help it, and admits having given the provocation. The Court orders the deft. Jan Claasen de Ruiter to give security not to depart, before he have satisfied the Schout, and the Schout is ordered to agree with the deft. Jan Clasen.

The Schout Nicasius de Sille, pltf. v/s Cornelis Jansen, woodsawyer, and Nelis Matthys, defts. Deft. Cornelis Jansen, woodsawyer, in default.

The Schout Nicasius de Sille, pltf. v/s Grytie Maas and Joannes Vervelen, defts. The deft. Joannes Vervelyn, in default.

The a/c of nails sold to Jacob Cohn, Jew, was communicated to Grietje Maas. Whereunto she answers, that the abovenamed Cohn, before his departure had promised to pay her, and had a difference regarding the weight of an empty keg, and had some other transactions with him, and that a balance of fl. 16. is still due her, for which it was her intention to have arrested him. Grietje Maas is asked, if she have any further proof, that she had any further dealings with the Jew? Answers No; and that she cannot write. Joost Goderus appears in Court, and is asked if he will swear to the weight of the nails in question between Jacob Cohn, Jew, and Grietje Maas as they have been taken from the weigh book. Answers, Yes. Inasmuch as Grietie Maas cannot bring in any further proof, than she has exhibited, and the sworn Weigher declares, on presentation of oath, that the nails in question are of such weight as is marked in the weigh book and has given an extract therefrom, the Court decrees therefore that the defts. Grietie Maas demand be dismissed.

Burgomaster Paulus Leendersen vander Grift, pltf. v/s Gysbert Op Dyck, deft. Deft. sick. The Court Messenger, P. Schabanck, is asked

what answer Gysbert op Dyck gave on being summoned? Answers, he will pay, but that the Burgomaster must have some more patience, and that his wife and children lie sick.

Lysbet Janzen, pltf. v/s Hermen Gysberzen, deft. Both in default.

Jan Aarsen Coopal, pltf. v/s Tomas Wettelingh, deft. Pltf. demands from deft. 800 lbs. of tobacco, and says was at law with the deft. in the Virginias claiming from him 1600 lbs. tobacco and that the Court had condemned him the deft. to pay him the pltf. 800 lbs.; having spoken to him about the payment he struck him, and says a person stands without, who is acquainted with the matter; who appearing in Court is asked by the pltf. if he be not aware, that Tomas Wettelingh owes him 500 lbs. of tobacco? To which he answers, Knows nothing of it, but says, he was at law with him in the Virginias. Deft. answers, that pltf. is indebted to him the deft. being willing to prove so; for this purpose exhibits in Court certain interrogatory put to the pltf. in the Virginias. Pltf. is asked, if the interrogatory were put to him in the Virginias? Answers, Yes; but that it was regarding 2000 lbs. tobacco which the pltf. owed him, and that it is settled. Deft. is asked if he were at law in the Virginias with the pltf., to which he answers in English. Parties are ordered to produce their a/cs punctually in Court next Tuesday, and to render fair a/cs.

Philip Schoof, pltf. v/s Joannes Beck, deft. Deft. in default.

Philip Schoof, pltf. v/s Anneke Sibouts, deft. Pltf. produces his demand in writing regarding the insult he received from the deft. coming out of the Church from the wedding with his bride.* Deft. says it was done in fun, as they were acquaintances, and that she cried out, to see that they slept together and therefore did not deserve to have palm strewed. Deft. is asked, if she had any thing to say against the pltf.? Answers, Nothing but what is truly honorable and Virtuous.

Pieter Rudolfus, pltf. v/s Wolfert Gerrisen, deft. Pltf. exhibits in Court certain notarial obligation against Jacob Wolfersen, amounting to the sum of fl. 579: 6. for which he, deft., became security as principal to pay it; demands payment with interest thereon. Deft. says, knows nothing about it, but says he stated—if Jacob does not pay, I will pay.

Schepen Pieter Wolfersen says, that his father has not the power to give his property all to one son—and to the other nothing; and that mother's

* Married Jannetje Teunis Kray, June 28, 1658.

property is not yet divided. The Court orders the pltf. to summon Jacob Wolfersen again, and if he appear not, they shall then take order on it.

Mighiel Jansen, pltf. v/s Jacob Eldersen, deft. Pltf. demands from deft. according to a/c the sum of fl. 243. 5. 8. Deft. demands copy of the a/c and declaration. The Court orders copy of the demand and a/c to be furnished to party to answer thereunto on next Court day.

Jacob Steendam, pltf. v/s Tryntje Claas, deft. Both in default.

Claas Gangelofsen Visser, pltf. v/s Aris Otte, deft. Defts. 2d default. Pltf. claims from deft. fl. 62 and some stivers in zeawant.

Claas Ganglofs Visser, pltf. v/s Salomon la Chair, deft., demands from deft. 18 beavers balance of two hhds of French wine, and says he sold him the two hhds for 25 beavers, but that he the deft. paid 7 beavers thereon; and that these lie just as he received them as they were not merchantable, and he deft. promised to give others for them. Deft. admits the debt and promises to pay, with which party is content.

Capt. Augustyn Beaulieu, pltf. v/s skipper Albert Janzen Poy, deft. As the deft. placed him in confinement yesterday the pltf. demands in writing, read to the deft. the reasons, why he did so. Deft. answers he did so because the pltf. had one of his anchors home and the other anchor stood up and down and he had summoned the pltf. last Court day, but he did not appear and he feared he should go away without paying. The Court orders copy of the reasons to be furnished pltf.

Capt. Augustyn Beaulieu, pltf. v/s Wernaar Wessels, deft. Pltf. demands in writing, read to deft. the reasons, why he arrested him yesterday. Deft. says he has an a /c with him the pltf. amounting to the sum of fl. 118: which he furnished him, and that he, the pltf., said he had no objection to it. Therefore demands payment thereof. To which pltf. answers, he will pay it this week. And whereas the pltf's anchor stands ready to hoist, he fears he will go away; therefore demands payment. The Court orders copy of the reasons to be furnished to pltf.

Capt. Augustyn Beaulieu, pltf. v/s Isaacq Boda, deft. Pltf. demands in writing, read to deft., that he give reasons why he deft. has arrested him, yesterday. Deft. says, that one and the other came to advise him to do so, they having, besides him, caused an attachment to be issued; delivering in Court his a/c of claims, demanding payment. Copy of the reasons is ordered by the Court to be furnished to pltf.

Capt. Augustyn Beaulieu, pltf. v/s Pieter Jacobzen Buis, deft. Pltf. demands in writing, read to deft., that he give the reasons, why he has arrested him yesterday. Deft. demands copy of the written request to answer thereunto at the next Court day. The Court orders copy of the demand to be furnished deft. to answer thereunto at the next Court day.

Walewyn van der Veen appears in Court stating, that he has attached, at the Secretary Joannes Nevius' house, some goods of Jacob Schellinger, who has escaped from confinement; and whereas some costs have been incurred by the imprisonment, requests that the aforementioned goods may be sold by the Marshal to defray the costs incurred by the imprisonment. The Court grants the petitionr his request, and orders the Marshal to sell the attached goods of the absconded Jacob Schellinger, to defray therefrom the costs incurred by the imprisonment.

Govert Loockermans, pltf. v/s Tomas Hal, deft. Deft. in default.

Ragel van Tienhoven, pltf. v/s Barent Oesterman, deft. Mattheus de Vos as atty of Ragel van Tienhoven, appearing in Court demands from deft. the sum of fl. 150 for the discharge and payment of a fine for the injury done Jan Martyn. Deft. says that Jacobus Wolfersen has deducted it from his a/c of earned wages. Jacob Wolfersen appears in Court and admits to have deducted from his a/c the fine for the injury done Jan Martyn by Barent abovenamed, but has paid it to Tienhoven. The Court order their Secretary to look up Jacob Wolfersen's declaration made in Court on Ragel van Tienhoven's proposition given into Court.

Barent Gerrisen, pltf. v/s Madaleen van Couwenhoven, deft. Pltf. exhibits in Court certain extract from the Minutes of Burgomasters and Schepens regarding certain difference about a hog bought by his wife from her, the deft., and retained by Hans Dreper; demanding restitution. Deft. answers, the little pig, which she sold to pltf's wife and delivered, was not marked. The Court orders the pltf. to prove, that the hog heretofore in dispute between his wife and Hans Dreper is the pig, w^{ch} his wife sold her the deft.

Pieter Jansen, pltf. v/s Teuntje Straatmans, deft. Pltf. delivers in Court certain written complaint for the insults and abuse given him, pltf., by the deft. Deft. admits having done so, but did not threaten him with a knife, and says the pltf. abused her sister for a whore and her as one, who steals. Pltf. denies it and says she, the deft. abused his wife as a thief,

and threatened him with a knife, which Leuntje Pieters knows. Deft. says the pltf. abused her three times in the first instance. Parties were charged by the Court to keep themselves quiet and peaceable and whichever of the two should begin again, shall pay 25 gl. as a fine to the Schout.

Teunis Tomassen Quick, pltf. v/s Frerick Aarsen, deft. Pltf's wife appears in Court, demanding from the deft. payment of the sum of 100 gl. in beavers and forty nine guilders in zeawant, the last instalment for a lot sold him deft. and in addition three @ 4 chairs exhibiting in Court the contract of the trade. Deft. admits the debt, and says the seawant is ready, which the pltf. can get and that his wife had gone to Fort Orange with a parcel of chairs to procure beavers for them, but could not get any. Whereas the time, according to the contract, has not expired, the Court decree that the pltf. has as yet no claim.

Jan Claasen the pilot, and Jacob Dirckzen the boatswain of the Brigantine the Jager (*Hunter*) arrestants and pltfs. v/s Major Nerrewott,* arrested and deft. The pltfs. demand in writing, each for himself in particular, from the deft. payment of earned monthly wages, value in Holland currency, to wit:—Jan Clasen, pilot, demands from the deft. the sum of one hundred and twenty five guilders for five months wages @ 25 gl. per month; and Jacob Dirckzen, boatswain, demands from deft. the sum of two hundred and ten guilders for fourteen months wages @ fl. 15. per month, and demand that the brigantine the *Jager* shall not quit this City's harbour before and until they pltfs. be paid their just claim by deft. the aforesaid Jacob Dircksen exhibiting certain translation from English into Dutch of an obligation for payment of his claims, the original signed by the Hon^ble^ Governor of the Virginias, Samuel Mattheuws. Deft. answers by Sieur Augustyn Heermans as interpreter requested thereunto, that he will pay the pltfs. here in beavers price, requesting that they, the pltfs. shall make a written declaration of their experience on the voyage which they promise to do. Parties being heard in Court, deft. Major Narrewott is ordered to pay in beavers value to the pltfs. the claim, which they have against him for earned wages; and meanwhile, the attachment on the brigantine the *Jager* remains valid until they be paid.

Cristiaan Pieters, pltf. v/s Jacob Eldersen, deft. Pltf. demands from the deft. payment of fl. 12 : 10 for 3 days and two nights and one

* Norwood?

fourth of a days work earned in Jacob Wolfersen's brewery. Deft. says, he offered him and still offers him one pound flemish, as he had not done any half work for him. Parties being heard the deft. Jacob Eldersen is ordered to pay him Cristiaan Barens the demanded sum of fl. 12: 10.

Major Narrewott apearing in Court exhibiting there in writing how he arrived here last Friday from the Virginias, with the yacht the *Hunter*, destined to make a voyage in the quickest manner to New England for the Governour of Virginia Samuel Mattheu, but was arrested here with the aforesaid yacht by one Robbert Pittman and Jan Andries for a claim of wages, which they pretend to have, maintaining that nothing was coming to them, because they had deserted from the yacht or frigate in Virginia demanding that the aforementioned Robbert Pittman and Jan Andrees shall perform their promise to the Hon Governour in Virginia, and if unwilling be constrained thereto to perform their undertaken voyage and go to Virginia, where they shall receive their earned salary according to the Navigation Laws. Jan Clasen, pilot of the brigantine, appearing in Court declares that Robbert Pittman and Jan Andriesen said ashore in the South bay, that they were sick. Major Narrewott requests, that in order to pursue his voyage, he may be allowed to leave someone here as attorney to defend his case at the next Court day; offering to give bail for the judgment. The Court orders Major Narrewott to give sufficient security for the judgment and the prosecution of this case, next Court day, the arrest remaining meanwhile valid.

END OF VOLUME II.

B'D. NOV 23 1912

[redacted]

